

02-119-CD  
FIRST COMMONWEALTH BANK -vs- FRANK D. LINGENFELTER, SR. et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

Case No. 02-119-CO

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on behalf of First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

I hereby verify that the property to be  
foreclosed upon is:

203 S. Main Street  
DuBois, PA 15801  
Tax Parcel I.D. No. 7-5-02-395



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Brett A. Solomon, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for Plaintiff

**FILED**

JAN 23 2002

*1/23/02 m/11471ath/Solomon*  
*William A. Shaw Prothonotary* pd. 80.00  
*cc: Sherry*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	Case No. _____
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 FRANK D. LINGENFELTER, SR. and )  
 SUSAN M. LINGENFELTER, )  
 )  
 Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 601, Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendant, Frank D. Lingenfelter, Sr., is an adult individual whose last known address is R.R. 1, Box 96, Rockton, Pennsylvania 15856.

3. Defendant, Susan M. Lingenfelter, is an adult individual whose last known address is 203 S. Main Street, DuBois, Pennsylvania 15801. (Collectively herein Defendant, Frank D. Lingenfelter, Sr. and Defendant, Susan M. Lingenfelter will be referred to as "Borrowers".)

4. On or about December 13, 1995, Borrowers executed and delivered a Promissory Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal

amount of \$35,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

5. The obligations evidenced by the Note are secured by a Mortgage dated December 13, 1995 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in the City of DuBois, County of Clearfield, Pennsylvania 15801 (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") in Mortgage Book Volume 1724, page 145. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

6. The Borrowers are in default of the provisions of the Note and the Mortgage for failure to make payments when due.

7. The Defendants are the real and record owners of the Premises.

8. There has been no assignment, release or transfer of the Note or the Mortgage.

9. On or about May 8, 2001, Bank sent Mortgagors written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). A true and correct copy of the notice marked as Exhibit "C" is attached hereto and incorporated herein.

10. The amount due Bank under the Note and Mortgage as of January 2, 2002 is as follows:

Principal.....	\$ 26,011.29
Interest through January 2, 2002 .....	1,568.38
(per diem \$8.6488)	
Late Fees .....	565.87
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$ 28,145.54

11. The total amount now due to the Bank under the Note and Mortgage as of January 2, 2002 was Twenty-Eight Thousand One Hundred Forty-Five and 54/100 Dollars (\$28,145.54) plus interest accruing from January 2, 2002 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Twenty-Eight Thousand One Hundred Forty-Five and 54/100 Dollars (\$28,145.54), plus continuing interest at the contract rate from January 2, 2002, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.




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Brett A. Solomon, Esquire  
 Pa. I.D. No. 83746  
 Christopher J. Richardson, Esquire  
 Pa. I.D. No. 44841  
 1500 One PPG Place  
 Pittsburgh, Pennsylvania 15222  
 (412) 566-1212  
 Attorneys for First Commonwealth Bank  
 f/k/a Deposit Bank

163955.1:BF  
 17950-26428

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$35,000.00	12-13-95	01-01-2012		020			CWC	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** FRANK D LINGENFELTER SR (SSN: 193-48-1017)  
 SUSAN M LINGENFELTER (SSN: 196-44-9767)  
 15 LINDEN AVE  
 DUBOIS, PA 15801

**Lender:** Deposit Bank  
 North Main Street Office  
 5 N Main St.  
 DuBois, PA 15801

**Principal Amount:** \$35,000.00

**Date of Note:** 12-13-95

**Maturity Date:** January 1, 2012

**PROMISE TO PAY.** I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Five Thousand & 00/100 Dollars (\$35,000.00), together with interest at the initial rate of 2.000% per annum on the unpaid principal balance from December 11, 1995, until paid in full.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$344.37 each, beginning February 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$344.29 each, beginning February 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$344.29 will be due on January 1, 2012. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated 12-13-95, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**ARBITRATION:**

1. **Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. **Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER's right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**DEFERRED ORIGINATION FEES.** Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 60 monthly payments on the scheduled payment dates.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees, or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**EXHIBIT**

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

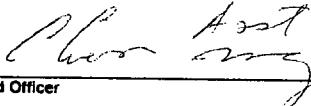
## BORROWER:

  
X Frank D Lingenfelter Sr (SEAL)  
FRANK D LINGENFELTER SR

  
X Susan M Lingenfelter (SEAL)  
SUSAN M LINGENFELTER

## LENDER:

Deposit Bank

  
By: Chuck Post  
Authorized Officer

Fixed Rate. Irregular.

LASER PRO, Reg. U.S. Pat. &amp; T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-D201894.LN.R18.OVL]

## RECORDATION REQUESTED BY:

Deposit Bank  
5 N Main St  
DuBois, PA 15801

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

## WHEN RECORDED MAIL TO:

Deposit Bank  
5 N Main St  
DuBois, PA 15801

## CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 9:41 AM 12-13-95

BY *Quinton Smith*

FEES 19.50

Karen L. Starck, Recorder



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

## SEND TAX NOTICES TO:

FRANK D LINGENFELTER SR and SUSAN M LINGENFELTER  
15 LINDEN AVE  
DUBOIS, PA 15801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

### THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED 12-13-1995, between FRANK D LINGENFELTER SR and SUSAN M LINGENFELTER, whose address is 15 LINDEN AVE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 5 N Main St, DuBois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in **CLEARFIELD County, Commonwealth of Pennsylvania** (the "Real Property"):

\*SEE EXHIBIT "A"

**The Real Property or its address is commonly known as 203 S MAIN STREET, DUBOIS, PA 15801.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means FRANK D LINGENFELTER SR and SUSAN M LINGENFELTER. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated 12-13-1995, in the original principal amount of \$35,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2012.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to

**EXHIBIT**

*B*

and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### ARBITRATION:

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be

so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

Frank D Lingenfelter (SEAL)  
FRANK D LINGENFELTER SR

Susan M Lingenfelter (SEAL)  
SUSAN M LINGENFELTER

Signed, acknowledged and delivered in the presence of:

Jessica R Turetti  
Witness  
Wilma L Dickey  
Witness

Signed, acknowledged and delivered in the presence of:

Jessica R Turetti  
Witness  
Wilma L Dickey  
Witness

**LENDER:**

Deposit Bank

By: Chas. A. St  
Authorized Officer

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, herein is as follows:  
5 N Main St, DuBois, PA 15801

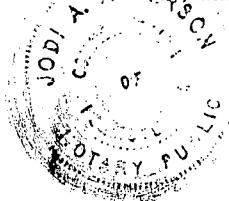
Jessica R Turetti  
Attorney or Agent for Mortgagors

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)  
) ss  
COUNTY OF JEFFERSON)

On this, the 13th day of December, 19 95, before me Jodi A. Anderson, the undersigned Notary Public, personally appeared FRANK D LINGENFELTER SR and SUSAN M LINGENFELTER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Seal  
Jodi A. Anderson, Notary Public  
Reynoldsburg Boro, Jefferson County  
My Commission Expires April 19, 1999  
Member, Pennsylvania Association of Notaries

Jodi A. Anderson  
Pennsylvania  
Notary Public in and for the State of

**LENDER ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA )  
COUNTY OF JEFFERSON )

On this, the 13th day of December, 19 95, before me Jodi A. Anderson, the undersigned Notary Public, personally appeared Craig Coon who acknowledged himself or herself to be the Assistant Manager of Deposit Bank, a corporation, and that he or she, as such "officer", being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as Assistant Manager.  
Notary Seal

In witness whereof, I hereunto set my hand and official seal.

Reynoldsburg Boro, Jefferson County  
My Commission Expires April 19, 1999

Notary Public in and for the State of Pennsylvania.

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ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, and known as Lot No. 119 in the plan of John Rumbarger's Addition to the City of DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post on the Eastern side of South Main Street at lot now or formerly of Alfred P. Swisher;

THENCE, by line of South Main Street, North 27 $\frac{1}{2}$  degrees East 60 feet to a post;

THENCE, by line of Lot No. 118, South 62 $\frac{1}{2}$  degrees East 180 feet to a post;

THENCE, South 27 $\frac{1}{2}$  degrees West by line of Orange Alley 60 feet to a post;

THENCE by lot now or formerly of Alfred P. Swisher, North 62 $\frac{1}{2}$  degrees West 180 feet to a post at South Main Street the place of beginning.

CONTAINING 10,800 sqaure feet.

BEING the same premises conveyed to Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter, husband and wife, via deed of Marty Hrin, single, dated December 8, 1995 and recorded in the Office of the Recorder of Deeds for Clearfield County on even date herewith.

Entered of Record Dec 13 1995 9:41 AM Karen L. Riehl, Recorder

Date: May 8, 2001

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Frank D Lingenselter Sr

PROPERTY ADDRESS: 203 S Main Street, Dubois, PA 15801

LOAN ACCT. NO.: 006-0601113

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

## 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

**EXHIBIT**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 203 S Main Street, DuBois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: February 1, March, April, & May 2001--totaling \$1,377.16

Other charges (explain/itemize): Late fees of \$746.94

**TOTAL AMOUNT PAST DUE: \$2,124.10**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,124.10, 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:

**FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701**

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit Bank  
Address: PO Box 400, Indiana PA 15701  
Phone Number: 1-800-221-8605  
Fax Number: (724) 463-5665  
Contact Person: Tonya Barlow

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

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

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

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**  
**500-02 3rd Avenue**  
**P.O. Box 278**  
**Duncansville, PA 16635**  
**(814) 696-3546**

Date: May 8, 2001

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Susan M Lingenfelter

PROPERTY ADDRESS: 203 S Main Street, Dubois, PA 15801

LOAN ACCT. NO.: 006-0601113

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

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**TOTAL AMOUNT PAST DUE: \$2,124.10**

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FIRST COMMONWEALTH BANK  
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INDIANA PA 15701

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Fax Number: (724) 463-5665  
Contact Person: Tonya Barlow

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

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

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Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**



**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Susan M. Lingenfelter  
RR 1 Box 96  
Rockton, PA 15856

**2. Article Number (Copy from service label)**

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

Agent  
 Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)** Yes**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, July 1999 (Reverse)

102595-99-M-2087

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, July 1999 (Reverse)

102595-99-M-2087

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FIRST COMMONWEALTH BANK  
P.O. BOX 400  
INDIANA, PA 15701

Attn: Dee Crennan

FCP-LL

**VERIFICATION**

I, Susan Stiteler, Manager, Special Assets Department, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Manager, I am duly authorized to make this authorization on behalf of the Bank.

  
\_\_\_\_\_  
Susan Stiteler  
Manager, Special Assets Department  
First Commonwealth Bank

163955.1.BF  
17950-26428

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

Sheriff Docket # 12015

FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK

02-119-CD

VS.

LINGENFELTER, FRANK D. SR. & susan m.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JANUARY 28, 2002 AT 9:06 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FRANK D. LINGENFELTER SR., DEFENDANT AT RESIDENCE, RR#1 BOX 96, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO FRANK LINGENFELTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: SNYDER/SHULTZ**

**NOW JANUARY 28, 2002 AT 9:41 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN M. LINGENFELTER, DEFENDANT AT RESIDENCE, 203 S. MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUSAN M. LINGENFELTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: SNYDER/SHULTZ**

---

**Return Costs**

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

**FILED**

*MAR 25 2002*

*0930 am*  
*William A. Shaw*  
*Prothonotary*

**Sworn to Before Me This**

**So Answers,**

*25th Day Of March 2002*  
*Jacqueline Kendrick*  
Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

*Chester A. Hawkins*  
*Suzi Marley Harr*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,  
vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

No. 02-119-CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

**FILED**

**APR 11 2002**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

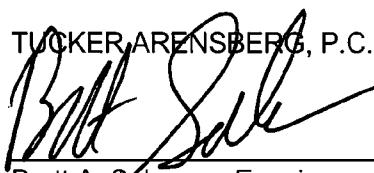
**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$29,055.10, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 28,145.54
Interest from 01/02/02 through 04/10/02	
(interest accruing thereafter at \$8.6488 per diem) .....	847.58
Late Fees (6% of \$344.29/mo pmt or \$20.66/mo	
for months of Jan, Feb, Mar, 2002) .....	<u>61.98</u>
 TOTAL .....	\$ 29,055.10

I hereby certify that the 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.

TUCKER ARENSBERG, P.C.  


Brett A. Solomon, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank  
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendants: Frank D. Lingenfelter, Sr., R.R. 1, Box 96, Rockton, PA 15856  
Susan M. Lingenfelter, R.R. 1, Box 96, Rockton, PA 15856

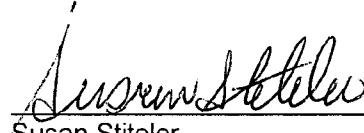
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. 82-119-C)  
 )  
 vs. )  
 )  
 FRANK D. LINGENFELTER, SR. and )  
 SUSAN M. LINGENFELTER, )  
 )  
 Defendants. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

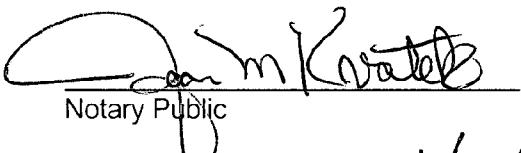
COMMONWEALTH OF PENNSYLVANIA ) SS:  
 )  
 COUNTY OF INDIANA )

I, Susan Stiteler, Manager, Special Assets Department, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Susan Stiteler  
Manager, Special Assets Department  
First Commonwealth Bank

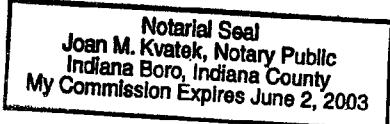
Sworn to and subscribed before me

this 31<sup>st</sup> day of December, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 06/02/03

163955.1:BF/#17950-26428



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

TO: Frank D. Lingenfelter, Sr.  
R.R. 1, Box 96  
Rockton, PA 15856

DATE OF NOTICE: March 26, 2002

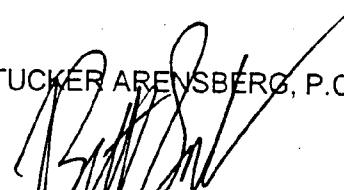
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

Pennsylvania Lawyer Referral Service  
Pennsylvania bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:

  
Brett A. Solomon, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

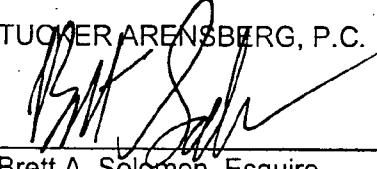
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Frank D. Lingenfelter, Sr., by depositing same in the United States Mail, first class postage prepaid, and certified mail return receipt requested, on the 26th day of March, 2002 at the following address:

Frank D. Lingenfelter, Sr.  
R.R. 1, Box 96  
Rockton, PA 15856

TUCKER ARENSBERG, P.C.

By:

  
Brett A. Solomon, Esquire

170549:BF  
17950-26428

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

TO: Susan M. Lingenfelter  
R.R. 1, Box 96  
Rockton, PA 15856

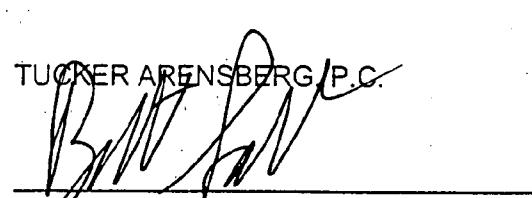
DATE OF NOTICE: March 26, 2002

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

Pennsylvania Lawyer Referral Service  
Pennsylvania bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

By:

  
TUCKER ARENSBERG, P.C.  
Brett A. Solomon, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

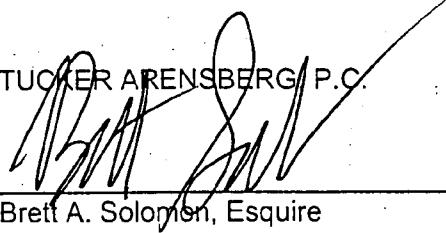
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Susan M. Lingenfelter, by depositing same in the United States Mail, first class postage prepaid, and certified mail return receipt requested, on the 26th day of March, 2002 at the following address:

Susan M. Lingenfelter  
R.R. 1, Box 96  
Rockton, PA 15856

TUCKER ARENSBERG, P.C.

By:

  
Brett A. Solomon, Esquire

170549:BF  
17950-26428

FILED

APR 11 2002

O/232/Atty Richardson

William A. Shaw  
Prothonotary

pd \$20.00

Notes to DGS  
Stats. to Atty  
E  
JCS

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
vs.	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
Defendants.	)	

**NOTICE OF JUDGMENT**

To: Frank D. Lingenfelter, Sr.  
R.R. 1, Box 96  
Rockton, PA 15856

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on \_\_\_\_\_, 2002, in the amount of \$29,055.10, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

---

Prothonotary

171566.1:BF  
17950-26428

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**COPY**

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
vs.	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
Defendants.	)	

**NOTICE OF JUDGMENT**

To: Susan M. Lingenfelter  
R.R. 1, Box 96  
Rockton, PA 15856

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on \_\_\_\_\_, 2002, in the amount of \$29,055.10, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

---

Prothonotary

171566.1:BF  
17950-26428

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

**COPY**

First Commonwealth Bank  
Plaintiff(s)

No.: 2002-00119-CD

Real Debt: \$29,055.10

Atty's Comm:

Vs. Costs: \$

Int. From:

Frank D. Lingenfelter Sr.and  
Susan M. Lingenfelter  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 11, 2002

Expires: April 11, 2007

Certified from the record this 11th day of April, 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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER

Defendants.

CIVIL DIVISION

No. 02-119-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

203 S. Main Street  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-5-02-395

FILED

FEB 10 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount ..... \$ 29,055.10

Interest from 04/10/02 through 01/31/03  
at \$8.6488 per diem ..... 2,560.04

Late Charges (6% of \$344.29/mo. pmt. or \$20.66/mo.  
for months of April, 2002 through January, 2003) ..... 206.60

Less payments made after judgment entered ..... 2,835.53

Foreclosure Fees ..... 1,300.00

Sub-total ..... \$ 30,286.21

Additional Interest to Sale Date  
(to be added by Sheriff) ..... \_\_\_\_\_

Additional Late Charges to Date of Sale  
(to be added by Sheriff) ..... \_\_\_\_\_

Costs (to be added by the Prothonotary) ..... 120.00

Total ..... \$ \_\_\_\_\_

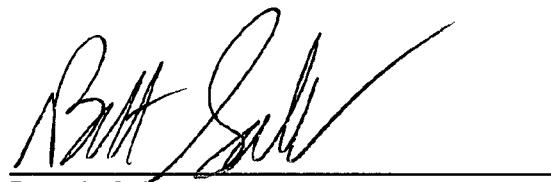
TUCKER ARENSBERG, P.C.

  
Brett A. Solomon, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for FIRST COMMONWEALTH BANK,  
f/k/a Deposit BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

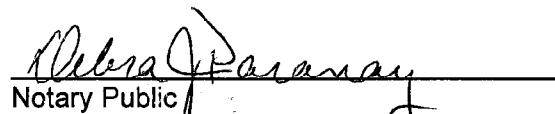
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter, are not members of the military service of the United States of America to the best of my knowledge, information and belief.

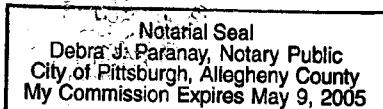
  
Brett A. Solomon

Sworn to and subscribed before me

this 29th day of January, 2003.

  
Debra J. Paranay  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

191336.1:BF  
17950-26428

FILED

Att'y Ad. 2000

Mar 12 2003

FCB 10/2003

1ccr 6 wnts to Sheriff

William A. Shaw 

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

No. 02-119-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 ) No. 02-119-CD  
 Plaintiff, )  
 )  
 vs. )  
 )  
 FRANK D. LINGENFELTER, SR. and )  
 SUSAN M. LINGENFELTER, )  
 )  
 Defendants. )

**AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1**

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania:

1. Name and address of the Owners or Reputed Owners:

FRANK D. LINGENFELTER, SR. R.R. 1, Box 96  
Rockton, Pennsylvania 15856  
and

SUSAN M. LINGENFELTER 203 S. Main Street  
DuBois, Pennsylvania 15801

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, c/o Brett A. Solomon, Esquire  
f/k/a DEPOSIT BANK Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

BSI FINANCIAL SERVICES 314 S. Franklin Street  
Titusville, Pennsylvania 16354

CLEARFIELD COUNTY 230 E. Market Street, 3<sup>rd</sup> Floor  
DOMESTIC RELATIONS Clearfield, Pennsylvania 16830

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

FIRST COMMONWEALTH BANK, c/o f/k/a DEPOSIT BANK	Brett A. Solomon, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
--	---

PENNSYLVANIA HOUSING FINANCE AGENCY	2101 N. Front Street P. O. Box 15530 Harrisburg, Pennsylvania 17105
--	---

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 TREASURER	P. O. Box 289 Clearfield, Pennsylvania 16830
-----------------------------	---

CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 1 North Second Street Clearfield, Pennsylvania 16830
-----------------------------	---

CITY OF DUBOIS	c/o Alexis Stets, Tax Collector Box 408 DuBois, Pennsylvania 15801
----------------	--

DUBOIS AREA SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector Box 408 DuBois, Pennsylvania 15801
--------------------------------	--

CLEARFIELD COUNTY	c/o Alexis Stets, Tax Collector Box 408 DuBois, Pennsylvania 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:

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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.

Dated: January 29, 2003

By:

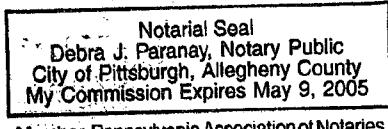
  
Brett A. Solomon, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 29th day of January, 2003.

Debra J. Paranay  
Notary Public

My Commission Expires:

191336.1:BF/#11555-26422



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

No. 02-119-CD

AFFIDAVIT OF ACT 6

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
a/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

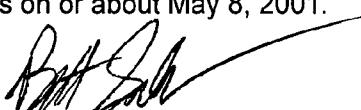
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and  
says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S.  
§403 (Act 6 of 1974), was given to Defendants on or about May 8, 2001.



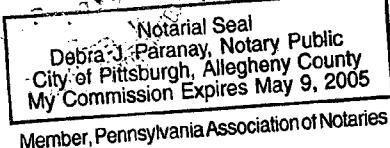
---

Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 29th day of January, 2003.

Debra J. Parany  
Notary Public

My Commission Expires:



191336.1:BF  
17950-26428

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

No. 02-119-CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
a/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and  
says:

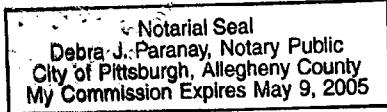
THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91  
(35 P.S. §§1680.401c, et seq.), was given to Defendants on or about May 8, 2001.

  
\_\_\_\_\_  
Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 29th day of January, 2003.

Debra J. Paranay  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

191336.1:BF  
17950-26428

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

CIVIL DIVISION

No. 02-119-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

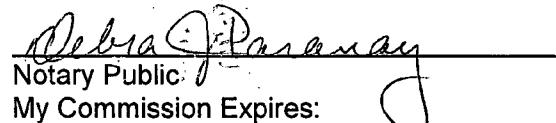
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant, Frank D. Lingenfelter, Sr., is R.R. 1, Box 96, Rockton, PA 15856.
3. That to the best of his knowledge, information and belief, the last known address of Defendant, Susan M. Lingenfelter, is 203 S. Main Street, DuBois, PA 15801.

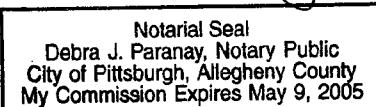
TUCKER ARENSBERG, P.C.

  
Brett A. Solomon, Esquire  
Attorney for FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Sworn to and subscribed before me  
this 29th day of January, 2003.

  
Debra J. Paranay  
Notary Public  
My Commission Expires:

191336.1:BF/#17950-26428



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

**COPY**

**FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK**

vs.

**FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER**

) No. \_\_\_\_\_ Term 1999 E.D.  
)  
)  
No. \_\_\_\_\_ Term \_\_\_\_ A.D.  
)  
No. 119 Term 2002  
)

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of Clearfield:

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF DUBOIS,  
BEING MORE FULLY DESCRIBED AT DBV 1724, PAGE 134.

Judgment Amount.....	\$ 29,055.10
Interest from 04/10/02 through 01/31/03 at \$8.6488 per diem .....	2,560.04
Late Charges (6% of \$344.29/mo. pmt. or \$20.66/mo. for months of April, 2002 through January, 2003) .....	206.60
Less payments made after judgment entered .....	2,835.53
Foreclosure Fees .....	<u>1,300.00</u>
Sub-total.....	\$ 30,286.21
Additional Interest to Sale Date (to be added by Sheriff) .....	_____
Additional Late Charges to Date of Sale (to be added by Sheriff) .....	_____
Costs (to be added by the Prothonotary).....	<u>120.00</u>
Total .....	\$ _____
plus costs as endorsed,	

Dated

2-10-03

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 1999 Term 1999 E.D.      No. 119 Term 2002 A.D.

First Commonwealth Bank, f/k/a  
Deposit Bank

vs.

Frank D. Lingenfelter, Sr. and  
Susan M. Lingenfelter

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs	
Pro Pd.	<u>120.00</u>
Judg. Fee	
Cr.	
Sat.	

Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for Plaintiff

Address:      1500 One PPG Place  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

FRANK D. LINGENFELTER, SR. and  
SUSAN M. LINGENFELTER,

Defendants.

CIVIL DIVISION

No. 02-119-CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO DEFENDANTS AND LIEN  
CREDITORS PURSUANT TO PA. R.C.P.  
3129

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: MAY 2, 2003**

**FILED**

APR 24 2003

William A. Shaw  
Prothonotary

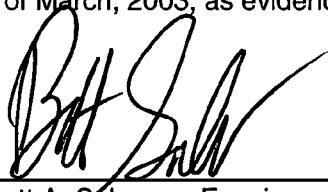
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

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

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendants on the 20th day of March, 2003, and that the Notice of Sale was received by Defendants on the 24<sup>th</sup> day of March, 2003. A copy of the Certified Mail Receipt Nos. 7000 1530 0004 9703 6928 and 7000 1530 0004 9703 6317 are attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 21st day of March, 2003, as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".

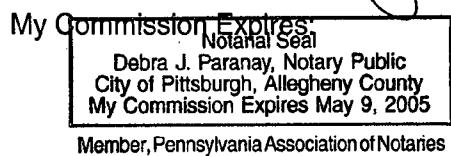


---

Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 22<sup>nd</sup> day of April, 2003.

  
\_\_\_\_\_  
Notary Public



196903.1:BF/#17950-26428

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

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Susan M. Linggenfelter  
203 S. Main Street  
DUBOIS, PA 15801

PS Form 3811, August 2001  
(Transfer from service label)

Domestic Return Receipt  
17950-264425

102595-02-M-1035

A. Signature	<i>Susan Linggenfelter</i>	<input type="checkbox"/> Agent
B. Received by (Printed Name)	<i>Susan Linggenfelter</i>	<input type="checkbox"/> Addressee
C. Date of Delivery		<input checked="" type="checkbox"/>
D. Is delivery address different from item 1?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If YES, enter delivery address below:		

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

*3-20-03*

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Frank D. Linggenfelter  
R.D. 2, Box 154  
Keytoldsville, PA 15851

A. Signature	
<i>Frank Linggenfelter</i>	
<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	
<i>Ricka Charles</i>	
C. Date of Delivery	
<i>3-24-03</i>	

D. Is delivery address different from item 1?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If YES, enter delivery address below:	

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

*3-20-03*

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

**EXHIBIT**

*A*

2. Article Number  
(Transfer from service label)

7000 1530 0004 9703 6928  
Domestic Return Receipt  
17950-264425

102595-02-M-1035

PS Form 3811, August 2001

Domestic Return Receipt  
17950-264425

102595-02-M-1035

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 02-119-CD  
vs. )  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER, )  
Defendants. )

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: Frank D. Lingenfelter, Sr.  
R.D. 2, Box 154  
Reynoldsville, PA 15851

Your Real Estate at 203 S. Main Street, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, May 2, 2003, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.**

To prevent this Sheriff's Sale, you must take immediate action:

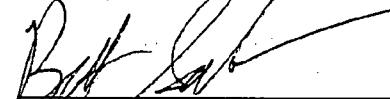
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C. (412) 594-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY, AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET HELP.

Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375



Brett A. Solomon, Esquire  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

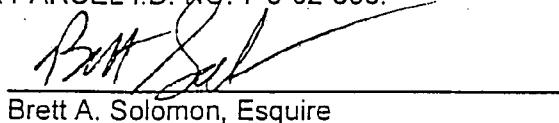
ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, and known as Lot No. 119 in the plan of John Rumberger's Addition to the City of DuBois, and being bounded and described as follows, to-wit:

BEGINNING at a post on the Eastern side of South Main Street at lot now or formerly of Alfred P. Swisher; thence by line of South Main Street, North 27 1/2 degrees East 60 feet to a post; thence by line of Lot No. 118, South 61 1/2 degrees East 180 feet to a post; thence South 27 1/2 degrees West by line of Orange Alley 60 feet to a post; thence by lot now or formerly of Alfred P. Swisher, North 62 1/2 degrees West 180 feet to a post at South Main Street the place of beginning.

CONTAINING 10.800 square feet.

BEING the same lot or piece of ground granted and conveyed unto Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter, husband and wife, by Deed of Marty Hrin, single, dated December 8, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1724, page 134.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.

  
Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: Susan M. Lingenfelter  
203 S. Main Street  
DuBois, PA 15801

Your Real Estate at 203 S. Main Street, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, May 2, 2003, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

**NOTICE OF OWNER'S RIGHTS**

**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.**

To prevent this Sheriff's Sale, you must take immediate action:

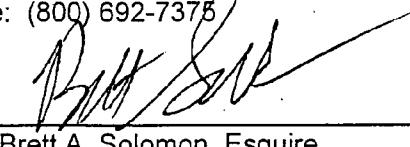
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6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
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Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

  
Brett A. Solomon, Esquire  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

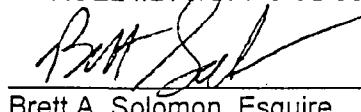
ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, and known as Lot No. 119 in the plan of John Rumberger's Addition to the City of DuBois, and being bounded and described as follows, to-wit:

BEGINNING at a post on the Eastern side of South Main Street at lot now or formerly of Alfred P. Swisher; thence by line of South Main Street, North 27  $\frac{1}{2}$  degrees East 60 feet to a post; thence by line of Lot No. 118, South 61  $\frac{1}{2}$  degrees East 180 feet to a post; thence South 27  $\frac{1}{2}$  degrees West by line of Orange Alley 60 feet to a post; thence by lot now or formerly of Alfred P. Swisher, North 62  $\frac{1}{2}$  degrees West 180 feet to a post at South Main Street the place of beginning.

CONTAINING 10.800 square feet.

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.



Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

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

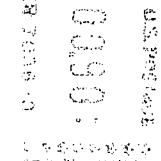
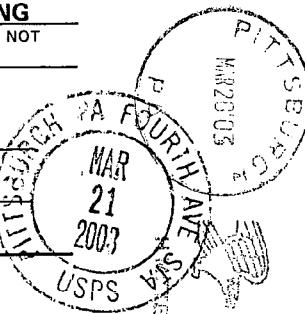
Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

Paranay

One piece of ordinary mail addressed to:

DuBois Area School District  
c/o Alexis Stets, Tax Collector  
Box 408  
DuBois, PA 15801



PS Form 3817, Mar. 1989 17950-26428 Lungenfelter.

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

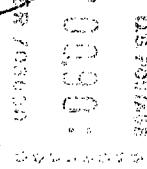
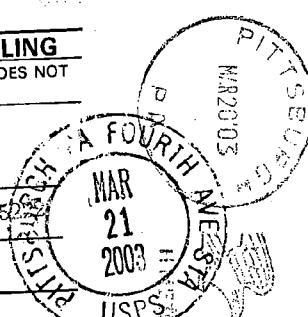
Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

Paranay

One piece of ordinary mail addressed to:

Clearfield County Domestic Relations  
230 E. market Street, 3rd Floor  
Clearfield, PA 16830



PS Form 3817, Mar. 1989 17950-26428 Lungenfelter.

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

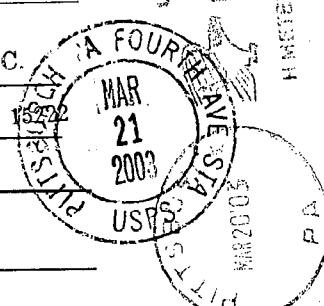
Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

Paranay

One piece of ordinary mail addressed to:

BSI Financial Services  
314 S. Franklin street  
Titusville, PA 16354



PS Form 3817, Mar. 1989 17950-26428 Lungenfelter.

**EXHIBIT**

*B*

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

Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

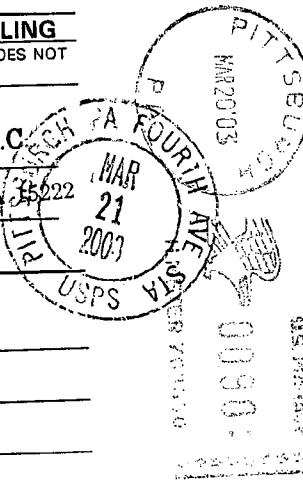
*Paranay*

One piece of ordinary mail addressed to:

**Clearfield County Treasurer**

P. O. Box 289

Clearfield, PA 16830



PS Form 3817, Mar. 1989 17950-26428 Lengenfel

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

Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

*Paranay*

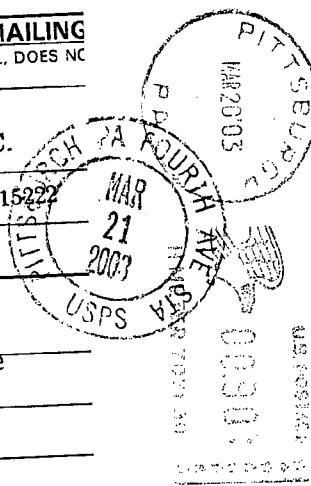
One piece of ordinary mail addressed to:

**Clearfield County tax Claim**

**Clearfield County Courthouse**

1 North Second Street

Clearfield PA 16830



PS Form 3817, Mar. 1989 17950-26428 Lengenfel

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

Received From:

**TUCKER ARENSBERG, P.C.**  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

*Paranay*

One piece of ordinary mail addressed to:

**City of DuBois**

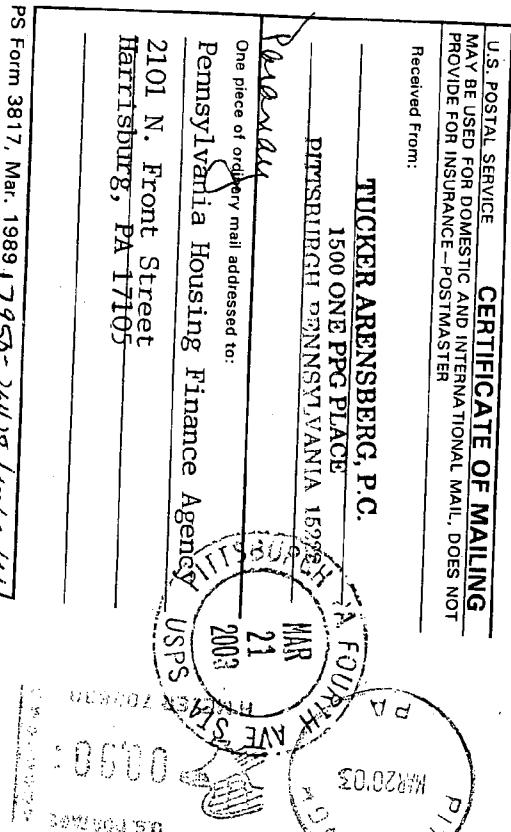
**c/o Alexis Stets, Tax collector**

**Box 408**

**DuBois, PA 15801**



PS Form 3817, Mar. 1989 17950-26428 Lengenfel



PS Form 3817, Mar. 1989 17950-26428 Lengenfel

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No. 7-5-02-395

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 02-119-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, MAY 2, 2003, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS, WITH AN ADDRESS OF 203 SOUTH MAIN STREET, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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Very truly yours,

TUCKER ARENSBERG, P.C.

Brett A. Solomon

:djp  
Enclosures

191336.1:BF/#17950-26428

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

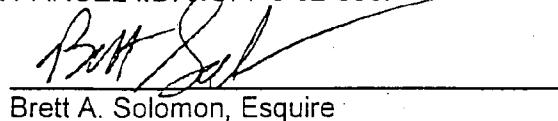
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.

  
Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

Clearfield County Treasurer  
P. O. Box 289  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No. 7-5-02-395

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
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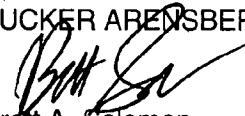
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:djp  
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E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

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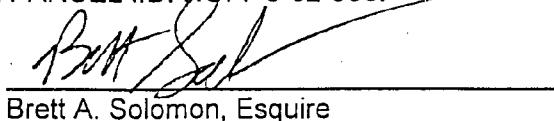
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.



---

Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

City of DuBois  
c/o Alexis Stets, Tax Collector  
Box 408  
DuBois, PA 15801

Suggested Reference: Tax Parcel No. 7-5-02-395

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
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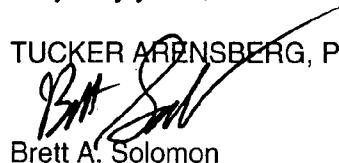
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:djp  
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Pittsburgh Airport Area • Harrisburg

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FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
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	)	
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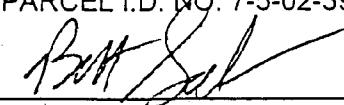
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.

  
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# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

DuBois Area School District  
c/o Alexis Stets, Tax Collector  
Box 408  
DuBois, PA 15801

Suggested Reference: Tax Parcel No. 7-5-02-395

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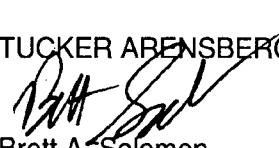
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f/k/a DEPOSIT BANK,	)	
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FRANK D. LINGENFELTER, SR. and	)	
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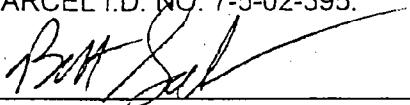
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CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
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March 20, 2003

Clearfield County  
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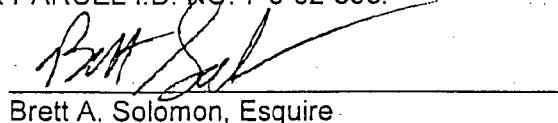
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# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

Pennsylvania Housing Finance Agency  
2101 N. Front Street  
Harrisburg, PA 17105

Suggested Reference: Your Mortgage dated 11/25/97; recorded 11/25/97 MBV 1890/90

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 02-119-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, MAY 2, 2003, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS, WITH AN ADDRESS OF 203 SOUTH MAIN STREET, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENCY THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$29,055.10, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Brett A. Solomon

:djp  
Enclosures

191336.1:BF/#17950-26428

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

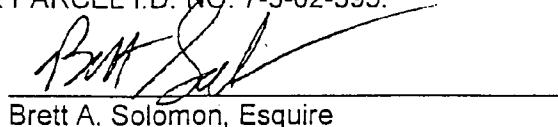
ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, and known as Lot No. 119 in the plan of John Rumberger's Addition to the City of DuBois, and being bounded and described as follows, to-wit:

BEGINNING at a post on the Eastern side of South Main Street at lot now or formerly of Alfred P. Swisher; thence by line of South Main Street, North 27 1/2 degrees East 60 feet to a post; thence by line of Lot No. 118, South 61 1/2 degrees East 180 feet to a post; thence South 27 1/2 degrees West by line of Orange Alley 60 feet to a post; thence by lot now or formerly of Alfred P. Swisher, North 62 1/2 degrees West 180 feet to a post at South Main Street the place of beginning.

CONTAINING 10.800 square feet.

BEING the same lot or piece of ground granted and conveyed unto Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter, husband and wife, by Deed of Marty Hrin, single, dated December 8, 1995, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1724, page 134.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.



---

Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

BSI Financial Services  
314 S. Franklin Street  
Titusville, PA 16354

Suggested Reference: Your Judgment No. 97-1194-CD, filed 09/27/97

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 02-119-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, MAY 2, 2003, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS, WITH AN ADDRESS OF 203 SOUTH MAIN STREET, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD SUBSEQUENT TO THE MORTGAGE OF FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, FOR ANY DELINQUENCY THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$29,055.10, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Brett A. Solomon

:djp  
Enclosures

191336.1:BF/#17950-26428

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

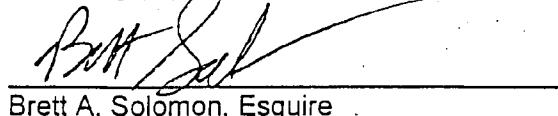
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BEGINNING at a post on the Eastern side of South Main Street at lot now or formerly of Alfred P. Swisher; thence by line of South Main Street, North 27 1/2 degrees East 60 feet to a post; thence by line of Lot No. 118, South 61 1/2 degrees East 180 feet to a post; thence South 27 1/2 degrees West by line of Orange Alley 60 feet to a post; thence by lot now or formerly of Alfred P. Swisher, North 62 1/2 degrees West 180 feet to a post at South Main Street the place of beginning.

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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.



---

Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

March 20, 2003

Clearfield County Domestic Relations  
230 E. Market Street, 3<sup>rd</sup> Floor  
Clearfield, PA 16830

Suggested Reference: Domestic Relations claims vs. Frank F. Lingenfelter, Sr.

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

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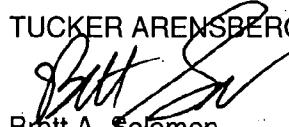
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Very truly yours,

TUCKER ARENSBERG, P.C.

  
Brett A. Solomon

:djp  
Enclosures

191336.1:BF/#17950-26428

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 02-119-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
FRANK D. LINGENFELTER, SR. and	)	
SUSAN M. LINGENFELTER,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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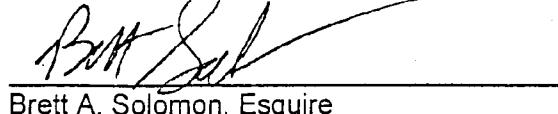
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CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-02-395.



---

Brett A. Solomon, Esquire

191336.1:BF  
17950-26428

SEIZED, taken in execution to be sold as the property of FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, at the suit of FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK. JUDGMENT NO. 02-119-CD.

FILED

NO  
10-31851  
APR 24 2003  
GCF

William A. Shaw  
Prothonotary

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

Sheriff Docket #

13774

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

02-119-CD

VS.

LINGENFELTER, FRANK D., SR.

**WRIT OF EXECUTION · REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MARCH 17, 2003 @ 10:00 A.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF MAY 2, 2003 WAS SET.**

**FILED**  
3<sup>rd</sup> Q 19:41:501  
SEP 26 2003

William A. Shaw  
Prothonotary/Clerk of Courts

**NOW, MARCH 17, 2003 @ 10:00 A.M. SERVED SUSAN M. LINGENFELTER, DEFENDANT, AT HER PLACE OF RESIDENCE, 203 SOUTH MAIN STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUSAN M. LINGENFELTER, DEFENDANT, 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.**

**NOW, APRIL 1, 2003 DEPUTIZED JEFFERSON COUNTY TO SERVE FRANK D. LINGENFELTER, SR.**

**NOW, APRIL 8, 2003 @ 10:05 A.M. O'CLOCK DALE W. OVERMAN, A DEPUTY FOR JEFFERSON COUNTY SHERIFF'S DEPARTMENT, SERVED FRANK D. LINGENFELTER, SR., DEFENDANT, AT HIS PLACE OF RESIDENCE RD #2, BOX 154, REYNOLDSVILLE, PENNSYLVANIA, BY HANDING TO FRANK D. LINGENFELTER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION**

**NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM THE CONTENTS THEREOF.**

**NOW, MAY 1, 2003 RECEIVED A LETTER FROM THE PLAINTIFF ATTORNEY TO CONTINUE THE SALE SCHEDULED FOR MAY 2, 2003 TO JUNE 6, 2003.**

**NOW, JUNE 6, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1,000 + COSTS.**

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

**Sheriff Docket # 13774**

**FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK**

**02-119-CD**

**VS.**

**LINGENFELTER, FRANK D., SR.**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, JUNE 16, 2003 BILLED ATTORNEY FOR COSTS DUE.**

**NOW, JULY 17, 2003 RECEIVED A CHECK FROM THE ATTORNEY FOR COSTS DUE.**

**NOW, SEPTEMBER 18 PAID COSTS FROM THE ADVANCE AND THE CHECK FROM THE ATTORNEY.**

**NOW, SEPTEMBER 26, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS..**

**NOW, SEPTEMBER 26, 2003 A DEED WAS FILED.**

**SHERIFF HAWKINS \$251.53  
SURCHARGE \$40.00  
PAID BY ATTORNEY**

---

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13774

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

02-119-CD

VS.

LINGENFELTER, FRANK D., SR.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

Sworn to Before Me This

26<sup>th</sup> Day Of Sept. 2003  
Willie L. Shaw

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

So Answers,

Chester Hawkins  
By Cynthia Bitter-Aufderheide  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

FIRST COMMONWEALTH BANK, )  
f/k/a DEPOSIT BANK ) No. \_\_\_\_\_ Term 1999 E.D.  
vs. )  
 ) No. \_\_\_\_\_ Term \_\_\_\_ A.D.  
FRANK D. LINGENFELTER, SR. and )  
SUSAN M. LINGENFELTER ) No. 119 Term 2002

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

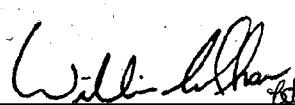
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER, OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF DUBOIS,  
BEING MORE FULLY DESCRIBED AT DBV 1724, PAGE 134.

Judgment Amount.....	\$ 29,055.10
Interest from 04/10/02 through 01/31/03 at \$8.6488 per diem .....	2,560.04
Late Charges (6% of \$344.29/mo. pmt. or \$20.66/mo. for months of April, 2002 through January, 2003) .....	206.60
Less payments made after judgment entered .....	2,835.53
Foreclosure Fees .....	<u>1,300.00</u>
Sub-total.....	\$ 30,286.21
Additional Interest to Sale Date (to be added by Sheriff) .....	_____
Additional Late Charges to Date of Sale (to be added by Sheriff) .....	_____
Costs (to be added by the Prothonotary).....	<u>120.00</u>
Total .....	\$ _____
plus costs as endorsed;	_____

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated 2-10-03

(SEAL)

Received 2-10-03 @ 2:00 P.M.

Chesler A. Daniels

by Cynthia Butler-Aughbaugh

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

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 119 Term 1999 E.D.      No. 119 Term 2002 A.D.

First Commonwealth Bank, f/k/a  
Deposit Bank

vs.

Frank D. Lingenfelter, Sr. and  
Susan M. Lingenfelter

**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Costs

Pro Pd. 120.00

Judg. Fee

Cr.

Sat.

Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for Plaintiff

Address: 1500 One PPG Place  
Pittsburgh, PA 15222

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      LINGENFELTER      NO.      02-119-CD

NOW,      June 6, 2003      , 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      6TH      day of      JUNE      2003, I exposed the within described real estate of      FRANK D. LINGENFELTER, SR. AND SUSAN M. LINGENFELTER to public venue or outcry at which time and place I sold the same to      FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK

he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	23.04
LEVY	15.00
MILEAGE	13.68
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
<b>TOTAL SHERIFF COSTS</b>	<b>251.53</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	26,219.57
INTEREST	2,560.04
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	206.60
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	1,300.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>30,326.21</b>
<b>COSTS:</b>	
ADVERTISING	215.46
TAXES - collector	310.96
TAXES - tax claim	03-Aug
DUE	1,901.93
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	251.53
LEGAL JOURNAL AD	72.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	38.01
<b>TOTAL COSTS</b>	<b>3,223.89</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

**Sheriff's Office  
Clearfield County**

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

CHESTER A. HAWKINS  
SHERIFF

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

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

**DEPUTATION**

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

FIRST COMMONWEALTH BANK, F/K/A  
DEPOSIT BANK

TERM & NO. 02-119-CD

VS

DOCUMENT TO BE SERVED:

FRANK D. LINGENFELTER, SR.  
SUSAN M. LINGENFELTER

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

MAY 2, 2003

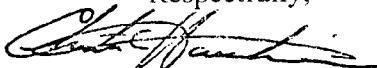
***MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE***

SERVE: FRANK D. LINGENFELTER, SR.

ADDRESS: R. D. #2, BOX 154, REYNOLDSVILLE, PA 15851

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania. do hereby depelize the SHERIFF OF JEFFERSON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 1st Day of APRIL 2003.

Respectfully,



CHESTER A. HAWKINS.  
SHERIFF OF CLEARFIELD COUNTY

No. 119 C.D. 2002

Personally appeared before me, Dale W. Overman, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 8, 2003 at 10:05 o'clock A.M. served the Writ of Execution, Notice of Sale, Levy and Bill of Costs upon FRANK D. LINGENFELTER, SR., Defendant, at RD#2, Box 154, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania, by handing to Tresea Charles, adult person in charge at time of service, a true copy of the Writ, Notice, Levy and Bill of Sale and by making known to her the contents thereof.

Advance Costs Received: \$125.00  
My Costs: \$ 30.40 Paid  
Prothy: \$ 2.00  
Total Costs: \$ 32.40  
Refunded: \$ 92.60

Sworn and subscribed  
to before me this 14th  
day of March 2003  
By Dale W. Overman

My Commission Expires The  
First Monday January 2006

So Answers,

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

MAY. 1, 2003 3:23PM TUCKER ARENBERG PC

TUCKER ARENSBERG, P.C.



NO. 907 P. 2

Debra J. Paranay 412-594-5554  
Paralegal  
dparanay@tuckerlaw.com

May 1, 2003

VIA FACSIMILE  
(814) 765-5915

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank,  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD; Sale Date May 2, 2003

Dear Sheriff:

This office represents First Commonwealth Bank, the Plaintiff in the above matter. As we discussed this afternoon, due to the lack of advertising in the legal journal, we are hereby requesting that the above captioned sale be postponed until the June 6, 2003 sale date. Please announce this postponement at the time and place scheduled for the May 2, 2003 sale.

Thank you for your assistance and cooperation in this matter. If you have any questions or need anything further from our office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

*Debbie Paranay*  
Debbie Paranay  
Paralegal

:djp  
Enclosures  
pc: Mr. Terry Henry  
Christopher J. Richardson, Esquire

197624.1:BF  
17950-26428

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-594-1212 FAX 412-594-5519

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913  
bsolomon@tuckerlaw.com

April 23, 2003

Office of the Sheriff  
Clearfield County  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Frank D. Lingenfelter, Sr. and Susan M. Lingenfelter  
No. 02-119-CD; Sale Date May 2, 2003

Dear Sheriff:

Pursuant to Debbie Paranay's telephone conversations with Cindy of your office, this letter is to advise you that we are aware that personal service to the Defendant, Frank D. Lingenfelter, Sr., of the writ and levy in the above matter was made by the Sheriff of Jefferson County on April 8, 2003.

First Commonwealth Bank (the "Bank") intends to proceed with the sale as scheduled for May 2, 2003 based upon its valid service on Defendant, Frank D. Lingenfelter, via certified mail received by Tricia Charles on behalf of Mr. Lingenfelter on March 24, 2003 (a copy of which is enclosed). According to Pa. R.C.P. 3129.2(c)(i)(B):

"Service of the notice shall be made . . . by the sheriff or by a competent adult in the manner prescribed by Rule 402(a) for the service of original process upon a defendant, or by the plaintiff mailing a copy in the manner prescribed by Rule 403 to the addresses set forth in the affidavit; . . .  
[emphasis added]

Additionally, the Bank prepared and mailed its Verification of Service of Notice of Sale to Defendants and Lien Creditors Pursuant to Pa. R.C.P. 3129 to the Prothonotary and Sheriff of Clearfield County on April 22, 2003. The Bank has fulfilled its service obligations and will appear at the sheriff's sale scheduled for May 2, 2003.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

Brett A. Solomon

:djp

Enclosures

pc: Ms. Susan Stiteler

Christopher J. Richardson, Esquire

197046.1:BF/#17950-26428

1500 ONE PPG PLACE, PITTSBURGH, PENNSYLVANIA 15222, 412-566-1212, FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

Received  
4-26-03

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Susan M. Lingenfelter  
203 S. Main Street  
DuBois, PA 15801

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

3-20-03

530 703 920 0004  
Sent To  
Frank D. Lingenfelter  
Street, Apt. No., or P.O. Box No.  
R. D. 2, BOX-154  
City, State, ZIP/4  
REYNOLDSVILLE, PA 15851  
PS Form 3801, May 2000  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

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

A. Signature  
*Frank Lingenfelter*  
B. Received by (Printed Name)  
IRVIE CHARLES  
C. Date of Delivery  
3-24-03

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

3. Service Type	<input checked="" type="checkbox"/> Agent
	<input type="checkbox"/> Addressee
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes
5. Article Number (Transfer from service label)	7000 1530 0004 9703 6317
6. Date of Delivery (Transfer from service label)	7000 1530 0004 9703 6317
7. Service Type	<input checked="" type="checkbox"/> Certified Mail
	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered
	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail
	<input type="checkbox"/> C.O.D.

530 703 920 0004  
Sent To  
Susan M. Lingenfelter  
Street, Apt. No., or P.O. Box No.  
1530 S. Main Street  
City, State, ZIP/4  
DUBOIS, PA 15801  
PS Form 3801, May 2000  
See Reverse for Instructions

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Frank Lingenfelter*  
B. Received by (Printed Name)  
C. Date of Delivery  
 Agent  
 Addressee

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

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

3-20-03

**EXHIBIT**

*A*

2. Article Number  
(Transfer from service label)  
7000 1530 0004 9703 6928

PS Form 3811, August 2001  
Domestic Return Receipt  
17950-244728  
102595-02-M-1035