

02-380-CD
NATIONAL CITY MORTGAGE COMPANY -vs- JOHN R. ENNIS, JR.

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

PRAECIPE FOR WRIT
OF EXECUTION
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

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

CERTIFICATE OF ADDRESS
R.D. 1, BOX 205-B
BOGGS TOWNSHIP
PARCEL NO. #N10-000-00077

BERNSTEIN FILE NO. F0012742

FILED

AUG 16 2002
m/2501 atty William A. Shaw
66 Writs Shaw
William A. Shaw
Prothonotary
E. 121

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

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

1. directed to the Sheriff of CLEARFIELD County:

2. against JOHN R. ENNIS, JR. Defendant:

3. JUDGMENT \$82,583.34

Interest from 6/1/02 to 7/31/02 \$ 630.00

SUBTOTAL: \$83,213.34

Costs (to be added by Prothonotary): \$

BERNSTEIN LAW FIRM, P.C.

Date: 8-2-02

By: 

Lori A. Gibson

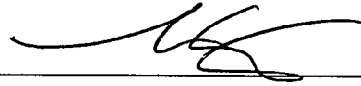
Attorney for Plaintiff(s)

1133 Penn Avenue

Pittsburgh, PA 15222

BERNSTEIN FILE NO. F0012742

Judgment was recovered in the Court of Common Pleas of CLEARFIELD COUNTY, Civil Action, as of No.02-380-CD, seized and taken in execution as the property of JOHN R. ENNIS, JR at the suit of NATIONAL CITY MORTGAGE COMPANY

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

Attorney for Plaintiff

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

COPY

National City Mortgage Company,

Vs.

NO.: 2002-00380-CD

John R. Ennis Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY MORTGAGE COMPANY,
Plaintiff(s) from JOHN R. ENNIS JR., Defendant(s):

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

AMOUNT DUE: \$82,583.34

PAID: \$155.49

INTEREST: from 6/1/02 to 7/31/02 -
\$630.00

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 08/16/2002



William A. Shaw

8/16/02

Prothonotary/Clerk Civil Division

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

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

Sheriff

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of JOHN R. ENNIS, JR, of, in and to

ALL that certain piece or parcel of land situated in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route section 2024. Said point in thirty feet (30.0) from centerline of said Road. Said point is also the Northwest corner of a thirty-three (33.0) foot right-of-way access for; now or formerly, Delbert B. Lansberry; thence along said Road; North nineteen degrees, twelve minutes West (N 19° 12' W), two hundred fifty and ninety-nine hundredths feet (250.99) to an iron pin; thence along other lands of Ronald R. Lowder, et ux.; South eighty-three degrees, sixteen minutes, thirty seconds East (S 83° - 16" - 30' E), three hundred seventy and eighteen hundredths feet (370.18) to an iron pin; thence still along other lands of Ronald R. Lowder, et. ux., South twenty-nine degrees, thirty-two minutes, twenty five seconds, East (S 29° 32' 25" E), ninety and sixty-one hundredths feet (90.61) to an iron pin located on the North side of the above mentioned right-of-way; thence South Seventy-degrees, forty-eight minutes West (S 70° 48' W) three hundred forty-nine and twenty-two hundredths feet (349.22) to an iron pin and place of beginning.

CONTAINING 1.3164 acres and being part of the same premises which Ronald R. Lowder and Eileen C. Lowder, husband and wife, by their deed dated October 23, 1997 and recorded in the office of the Clearfield County Recorder of Deeds in Deed Book Volume 1882, Page 313 granted and conveyed to JOHN R. ENNIS, JR.

Tax ID N10-000-00077

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

No. 02-380-CD

vs.

JOHN R. ENNIS, JR.

PRAECIPE FOR DEFAULT JUDGMENT

Defendant

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

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

FILED

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. F0012742

MAY 31 2002
12/1/30 atty Gibson pd
William A. Shaw \$20.00
Prothonotary

not. to Reg
Stat. to City

NOTICE

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

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.
Defendant

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$82,583.34, plus continuing late charges, escrow and corporate advances and interest at the rate of 5.2% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$79,679.91
Interest from 3/16/02 thorough 5/30/02	\$ 787.50
Escrow and corporate advances through 5/30/02	\$ 2,115.93
 TOTAL	 \$82,583.34

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

BERNSTEIN LAW FIRM, P.C.

By: 

Attorney for Plaintiff

1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue, Pittsburgh, PA 15222
Defendant: R.D. 1 Box 205-B West Decatur, PA 16878

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

NATIONAL CITY MORTGAGE COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
☒ Defendant
☐ Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on May 31, 2002

(xx) Assumpsit Judgment in the amount
of \$82,583.34 plus costs.

☐ Trespass Judgment in the amount
of \$ _____ plus costs.

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

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

Award

Prothonotary

By: 

PROTHONOTARY (OR DEPUTY)

JOHN R. ENNIS, JR.

RD#1, BOX 205-B

WEST DACATUR, PA 16878

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

IMPORTANT NOTICE

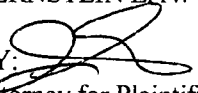
TO: JOHN R. ENNIS, JR.
RD#1, BOX 205-B
WEST DECATUR, PA 16878

Date of Notice: May 6, 2002

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

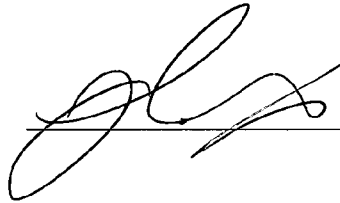
Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

BERNSTEIN LAW FIRM, P.C.

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

VERIFICATION

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



CCNY

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

National City Mortgage Company
Plaintiff(s)

No.: 2002-00380-CD

Real Debt: \$82,583.34

Atty's Comm:

Vs.

Costs: \$

Int. From:

John R. Ennis Jr.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 31, 2002

Expires: May 31, 2007

Certified from the record this 31st of May, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No.02-380-CD

JOHN R ENNIS, JR.

Defendants

VERIFICATION OF SERVICE OF NOTICE
OF SALE TO DEFENDANT AND LIEN
CREDITORS

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

FILED

OCT 30 2002

William A. Shaw
Prothonotary

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

DIRECT DIAL: (412) 456-8100
BERNSTEIN FILE NO. F0012742

NOTICE

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

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff,

vs.

Civil Action No. 02-380-CD


JOHN R ENNIS, JR.

Defendants.

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

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendant on September 30, 2002 which was received by Defendant on October 3, 2002 as evidenced by Certified Mail Receipt No. 7002 1000 0005 4236 5197 attached hereto as Exhibit "A".

The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) on September 30, 2002 (P.S. Forms No. 3817) as evidenced by the Certificate of Mailing attached hereto as Exhibit "B".


Cheryl A Bauer, Legal Assistant

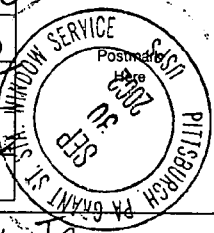
7002 1000 0005 4236 5197

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

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Sent To: John R Ennis Jr.
 Street, Apt. No., or PO Box No. RD 1 Box 205-B
 City, State, ZIP+4 West Decatur, PA 16878

PS Form 3800, April 2002 See Reverse for Instructions



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:

John R Ennis Jr.
RD 1 Box 205-B
West Decatur, PA 16878

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Jodi L Ennis B. Date of Delivery 10/3/02

C. Signature Jodi R Ennis ☐ 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

7002 1000 0005 4236 5197

For Accountable Mail

Name and Address of Sender

BERNSTEIN AND BERNSTEIN, P.C.
1133 PENN AVENUE, PITTSBURGH, PA 15222

Indicate type of mail:
☐ Registered
☐ Insured
☐ COD
☐ Certified
☐ Return Receipt for Merchandise
☐ Int'l Recorded Del
☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

Attach stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	Child Support Enforcement Agency Domestic Relations Office Rick Redden											
2	Wiretpe 233 E Market St Third Fl Chesterfield, PA 16830											
3	Chesterfield County, 80099 Township West Adventure and Phillipsburg-Oreola											
4	School District Bethl James for Collette RR 1 Box 461-8 W Adventure PA 16878											
5	Needfield County Tax Chair Bureau 234 E Market St Chesterfield PA 16830											
6	Beneficial All Ohio Beneficial Mortgage Company of Pennsylvania											
7	1667 Pennsylvania Avenue Tyrone PA 16686											
8	Beneficial All 1667 Pennsylvania Avenue, Tyrone, PA 16686											
9												
10												
11												
12												
13												
14												
15												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.						

PA GRANT ST
 SEP 30 2002
 U.S. POSTAGE
 1992 \$07.50 SEP 30 02
 1837 MAILED FROM ZIP CODE 15222

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13034

NATIONAL CITY MORTGAGE COMPANY

02-00380-CD

VS.

ENNIS, JOHN R. JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

A SALE DATE OF NOVEMBER 1, 2002 WAS SET.

NOW, SEPTEMBER 16, 2002 @ 2:17 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS ALSO POSTED THIS DATE.

NOW, SEPTEMBER 16, 2002 @ 2:17 P.M. O'CLOCK SERVED JOHN R. ENNIS, JR. DEFENDANT, AT HIS RESIDENCE R. D. #1, BOX 205-B, WEST DECATUR, CLEARFIELD COUNTY, PENNSYLVANIA 16878 BY HANDING TO JODI ENNIS, WIFE OF THE DEFENDANT A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF LEVY AND MAKING KNOWN TO HER THE CONTENTS THEREOF.

FRIDAY, NOVEMBER 1, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, NOVEMBER 12, 2002 BILLED ATTORNEY FOR COSTS DUE ON SALE.

NOW, FEBRUARY 10, 2003 RECEIVED CHECK FROM ATTORNEY.

NOW, FEBRUARY 28, 2003 PAID COSTS WITH ADVANCE AND ATTORNEY CHECK.

NOW, MARCH 3, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, MARCH 3, 2003 DEED WAS FILED.

FILED No cc
01 1:00 PM
MAR 03 2003
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13034

NATIONAL CITY MORTGAGE COMPANY

02-00380-CD

VS.

ENNIS, JOHN R. JR.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

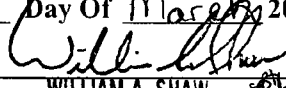
SHERIFF HAWKINS \$199.74

SURCHARGE \$20.00

PAID BY ATTORNEY

Sworn to Before Me This

3rd Day Of March 2003

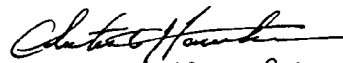


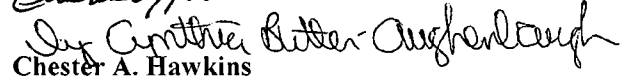
WILLIAM A. SHAW

Prothonotary

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

So Answers,





Chester A. Hawkins

Sheriff

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

National City Mortgage Company,

Vs.

NO.: 2002-00380-CD

John R. Ennis Jr.,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY MORTGAGE COMPANY, Plaintiff(s) from JOHN R. ENNIS JR., Defendant(s):

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

AMOUNT DUE: \$82,583.34
INTEREST: from 6/1/02 to 7/31/02 -
\$630.00
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 08/16/2002

PAID: \$155.49
SHERIFF: \$ -
OTHER COSTS: \$



William A. Shaw 8/16/02
Prothonotary/Clerk Civil Division

Received this writ this 16th day
of August A.D. 2002
At 3:45 A.M./P.M.

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

Chester A. Haulkins
Sheriff by Centoria Butler-Aughenbaugh

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

Civil Action No. 02-380-CD

JOHN R. ENNIS, JR.

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of JOHN R. ENNIS, JR, of, in and to

ALL that certain piece or parcel of land situated in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route section 2024. Said point in thirty feet (30.0) from centerline of said Road. Said point is also the Northwest corner of a thirty-three (33.0) foot right-of-way access for; now or formerly, Delbert B. Lansberry; thence along said Road; North nineteen degrees, twelve minutes West (N 19° 12' W), two hundred fifty and ninety-nine hundredths feet (250.99) to an iron pin; thence along other lands of Ronald R. Lowder, et ux.; South eighty-three degrees, sixteen minutes, thirty seconds East (S 83° - 16' - 30' E), three hundred seventy and eighteen hundredths feet (370.18) to an iron pin; thence still along other lands of Ronald R. Lowder, et. ux., South twenty-nine degrees, thirty-two minutes, twenty five seconds, East (S 29° 32' 25" E), ninety and sixty-one hundredths feet (90.61) to an iron pin located on the North side of the above mentioned right-of-way; thence South Seventy-degrees, forty-eight minutes West (S 70° 48' W) three hundred forty-nine and twenty-two hundredths feet (349.22) to an iron pin and place of beginning.

CONTAINING 1.3164 acres and being part of the same premises which Ronald R. Lowder and Eileen C. Lowder, husband and wife, by their deed dated October 23, 1997 and recorded in the office of the Clearfield County Recorder of Deeds in Deed Book Volume 1882, Page 313 granted and conveyed to JOHN R. ENNIS, JR.

Tax ID N10-000-00077

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME ENNIS NO. 02-003810-CD

NOW, NOVEMBER 1, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 1ST day of NOV. 2002, I exposed the within described real estate of JOHN E. ENNIS, JR. to public venue or outcry at which time and place I sold the same to NATIONAL CITY MORTGAGE COMPANY 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	7.15
LEVY	15.00
MILEAGE	7.15
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 199.74

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	28.50

DEBIT & INTEREST:

DEBT-AMOUNT DUE	82,583.34
INTEREST FROM 6/1 TO 7/31/02	630.00
TO BE ADDED	

TOTAL DEBT & INTEREST 83,213.34

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	332.01
LATE CHARGES & FEES	
TAXES - collector	1,303.69
TAXES - tax claim	none due
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
ATTORNEY COMMISSION	
SHERIFF COSTS	199.74
LEGAL JOURNAL AD	171.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	155.49
MORTGAGE SEARCH	40.00

**SATISFACTION FEE
ESCROW DEFICIENCY
MUNICIPAL LIEN**

TOTAL COSTS 2,335.43

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

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff
vs.

No. 02-380-CO
COMPLAINT IN MORTGAGE FORECLOSURE

JOHN R. ENNIS, JR.

Defendant

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

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

CERTIFICATE OF ADDRESS:
RD I, BOX 205-B
BOGGS TOWNSHIP
PARCEL NO. #N10-000-00077

BERNSTEIN FILE NO. F0012742

NOTICE

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

FILED

MAR 14 2002

William A. Shaw
Prothonotary

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

NATIONAL CITY MORTGAGE
COMPANY

Plaintiff

vs.

No.

JOHN R. ENNIS, JR.

Defendant

NOTICE AND COMPLAINT

NOTICE

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

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

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

COMPLAINT

1. National City Mortgage Company is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio and is hereinafter referred to as "Plaintiff".

2. Defendant is an adult individual who resides at RD 1, Box 205-B, West Decatur, Clearfield County, Pennsylvania 16878.

3. On or about October 23, 1997 Defendant executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendant. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1882, Page 317. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.

4. Of even date with said Mortgage, Defendant executed and delivered to Plaintiff a Note, an Affidavit of Lost Note is attached hereto, marked Exhibit "2" and made a part hereof.

5. By the terms and conditions of the aforementioned Mortgage and Note, Defendant agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

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

7. On or about October 25, 2001, Notice of Homeowner's Emergency Act of 1983 was sent to Defendant in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notice Further advised Defendant of Defendant's rights and obligations in accordance with said Acts. A copy of said notice is attached hereto, marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$72,666.91.

9. Plaintiff is entitled to interest at the rate of 5.2 percent per annum. Interest due from January 1, 2001 through and including March 15, 2002 amounts to \$4,599.00.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$1,564.00.

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

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

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendant, in the amount of \$79,679.91 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By: 

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

BERNSTEIN FILE NO. F0012742

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Parcel Number:

RETURN TO:
NATIONAL CITY MORTGAGE CO.,
3232 NEWMARK DRIVE
MIDLANDSBURG, OH 45342

(Space Above This Line For Recording Data)

4663398907

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
JOHN R BROWN JR

October 23, 1997

The mortgage is

("Borrower"). This Security Instrument is given to
National City Mortgage Co.

which is organized and existing under the laws of The State of Ohio
address is 3232 Newmark Drive, Midlandsbury, Ohio 45342

, and whose

SEVENTY FIVE THOUSAND SIX HUNDRED & 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 75,600.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on January 1, 2028.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

Clearfield County, Pennsylvania

which has the address of R.D. 4, BOX 206-B, WEST DECATUR
Pennsylvania 16878

(Zip Code) ("Property Address");

(Street, City).

PENNSYLVANIA - Single Family - PHMA/FHLMC
UNIFORM INSTRUMENT Form 303a 8/90
AMENDED 1991
VMP MORTGAGE (FPA) - 000001-1791
Page 1 of 8



EXHIBIT /

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

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

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

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may obtain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 11, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended (from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA")), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loan reserve

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mments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

12/27/07/27

-BR(PA)(4410)

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Form 1032/9/90
with: 44

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

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

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

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

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

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

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

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

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

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

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

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

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24. **Restatement Period.** Borrower's time to restate provided in paragraph 13 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) (specify) PMMA

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

THIS ADVANCE MONEY MORTGAGE SECURES ADVANCES UP TO THE MAXIMUM CREDIT STATED HEREIN PLUS ACCRUED AND UNPAID INTEREST.

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

Witnesses:

JOHN R. ENNIS JR.

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

Certificate of Residence

I, John R. Carfley, Esquire, do hereby certify that the correct address of the within-named Mortgagee is 3232 Newmark Drive, Miamisburg, Ohio, 45342.

Witness my hand this 23rd day of October, 1997.

John R. Carfley
 Agent Mortgage

COMMONWEALTH OF PENNSYLVANIA,

Centre

County is:

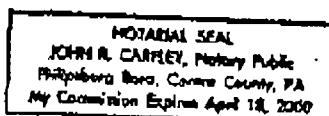
On this, the
 personally appeared

23rd day of October
JOHN R. ENNIS, JR.

, before me, the undersigned officer,

known to me (or satisfactorily proven) to be the person whose name (s) subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission Expires:



John R. Carfley
 Title of Officer

8(PMA) (10-1)

Page 10

Form 1000 1/98

1882 322

PHFA Form 31

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Seller's Guide
(page 1 of 2)PENNSYLVANIA HOUSING FINANCE AGENCY
SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM

-ADDENDUM TO CONVENTIONAL MORTGAGE INSTRUMENT-

SPECIAL TRANSFER/ASSUMPTION
RIDER TO MORTGAGE

THE BORROWER HEREBY INCORPORATED THE FOLLOWING COVENANTS into the Mortgage by way of deletion of paragraph 17 therefrom and substitution thereof of the following:

- "17. Transfer of the Property; Assumption. If all of the Property or an interest therein is sold, leased, or otherwise transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien on encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or tenant by the entirety, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender may (but shall not be obligated to) waive such option to accelerate if, prior to sale or transfer, Lender:
- (i) has received from Borrower a written notification that Borrower intends to sell the Property and a written request that Lender waive its right to accelerate upon such occurrence;
 - (ii) has received a complete application for loan assumption with required affidavits from the person to whom the Property is sold;
 - (iii) reaches agreement in writing with such person that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request;
 - (iv) determines, based upon representations contained in such application and accompanying affidavits and upon Lender's independent verifications, that such person qualified for a loan under eligible criteria for the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program;
 - (v) determines that all of the applicable requirements of Sections 103A and 141 thru 150 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated pursuant thereto have been satisfied with respect to such requested assumption; and

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Seller's Guide
(page 2 of 2)

(vi) accepts, by execution thereof, a written assumption agreement among itself, the Borrower and person to whom the Property is to be sold.

If Lender has waived its option to accelerate as provided above, Lender shall allow the person to whom the Property is to be sold to assume the obligations of the Note and this Mortgage.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof. Nothing contained in this Mortgage shall be construed to impose any duty or obligation on the part of Lender to consent to any sale, lease or other transfer of the Property."

FURTHER, Borrower agrees and understands that Lender has been induced to make a loan secured by this Mortgage by Borrower's statements and representations in Borrower's loan application and affidavits made a part thereof, and in documents, affidavits and statements signed by Borrower at Closing. Borrower hereby covenants and warrants that such statements and representations were true, correct and complete as of the date of the application and a true, correct and complete as of the date of this Mortgage. Borrower further agrees that in the event any such statement or representation is untrue, incorrect or incomplete (whether willful or inadvertent or otherwise) as of the date of such application or as of the date of this Mortgage, the Borrower shall be in breach of this Mortgage and Lender shall have the right to exercise remedies under this Mortgage and shall, in addition, have the right to increase the interest rate on the outstanding principal balance (and to make appropriate increases in the monthly payment of principal and interest) to the then prevailing market interest rate as determined by the Lender.

FURTHER, Borrower covenants and agrees that if the Lender or any successor in interest as to this indebtedness at some future date transfer or assigns the debt or any part of the debt heretofore described to a third party, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other federally chartered corporation, so that the debt is no longer financed with proceeds of the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program, at the sole option of the Lender or such other successor, this Rider shall terminate and have no further force or effect and paragraph 17 of this Mortgage as it appears herein before its deletion by this Rider shall thereupon become operative and of full force and effect.

067 23 1997

Date

Signature of Mortgagor

Date

Signature of Mortgagor

September 1995

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EXHIBIT "A"

RE: JOHN R. KENNIS, JR.

ALL that certain piece or parcel of land situated in the Township of Boggs, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route #2024. Said point is thirty feet (30.0) from centerline of said Road. Said point is also the Northwest corner of a thirty-three (33.0) foot right-of-way across for, now or formerly, Delbert R. Lansberry; thence along said Road, North nineteen degrees, twelve minutes West (N 19° 12' W), two hundred fifty and ninety-nine hundredths feet (250.99) to an iron pin; thence along other lands of Ronald R. Bowder, et ux., South eighty-three degrees, sixteen minutes, thirty seconds East (S 83° 16' 30" E), three hundred seventy and eighteen hundredths feet (370.18) to an iron pin; thence still along other lands of Ronald R. Bowder, et ux., South twenty-nine degrees, thirty-two minutes, twenty-five seconds East (S 29° 32' 25" E), ninety and sixty-one hundredths feet (90.61) to an iron pin located on the North side of the above mentioned right-of-way; thence South seventy degrees, forty-eight minutes West (S 70° 48' W), three hundred forty-nine and twenty-two hundredths feet (349.22) to an iron pin and place of beginning.

CONTAINING 1.3184 acres and being the same premises as granted and conveyed unto John R. Kennis, Jr., by Deed of Ronald R. Bowder, et ux., dated the 23 day of October, 1987, not yet recorded but intended so to be.

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
DATE 12/27/01
BY *[Signature]*
FEB 23 2002
Karen L. Starck, Recorder

Entered of Record 12/27/01 2:31p Karen L. Starck, Recorder

AFFIDAVIT OF LOST NOTE

STATE OF OHIO)
 :
COUNTY OF Montgomery)

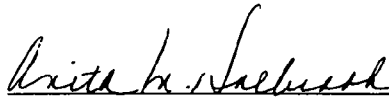
I, Anita Holbrook being first duly sworn say:

1. I am an Assistant Vice-President of National City Mortgage Company and I am duly authorized to make this Affidavit.

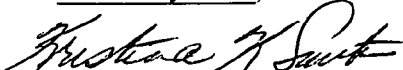
2. John R. Ennis, Jr. executed a certain Promissory Note in the principal amount of \$75,600.00 dated May 15, 1998 payable to National City Mortgage Company.

3. That said Note has been lost and cannot be located.

4. I acknowledge and hereby state on behalf of National City Mortgage Company that the said John R. Ennis, Jr. is still obligated on the said Note.


Anita Holbrook
Assistant Vice President

Sworn to and subscribed
before me this 26th day
of February, 2002


Notary Public

**KRISTINA K. SMITH, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 21, 2003**

JAN000858V001
2/18/2002

EXHIBIT 2

PAGE 1 OF 1 PAGES

National City[®] Mortgage

October 25, 2001

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

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

John R Ennis Jr
Rd 1 Box 205-b
West Decatur PA 16878

Loan No. 859590-7
Current Servicer: National City Mortgage

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

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

Rd 1 Box 205-b
West Decatur PA 16878

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)
2/1/2001 - 10/1/2001
and the following amount(s) are now past due:

Monthly Payments	5,154.93
Late Charges	224.62
Non-Sufficient Funds	20.00
Other Fees	58.80
Less Suspense Balance	.00-
Total Due	5,458.35

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

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

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 5,458.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

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

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

EXHIBIT 3

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

ADAMS COUNTY

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

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

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

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

ALLEGHENY COUNTY

Pennsylvania Housing Finance
 Agency
 (Marcia Hess)
 2275 Swallow Hill road, Bldg 200
 Pittsburgh, PA 15220
 (412) 429-2842
 FAX (412) 429-2835

Credit Counselors of PA
 401 Wood Street, Suite 906
 Pittsburgh, PA 15222
 (412) 338-9954 or 1(800) 737-2933
 FAX (412) 338-9963

Action Housing, Inc.
 425 6th Avenue, Suite 950
 Pittsburgh, PA 15219
 (412) 391-1956 or (412) 281-2102 or
 1 (800) 792-2801
 FAX (412) 391-4512

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

CCCS of Western Pennsylvania, Inc.
 309 Smithfield Street
 Pittsburgh, PA 15222
 (412) 471-7584

Housing Opportunites
 133 Seventh Street
 McKeesport PA 15132
 (412) 664-1906
 Fax (412) 664-0873

Urban League Of Pittsburgh
 Bldg. For Equal Opportunity
 One Smithfield St.
 Pittsburgh PA 15222-2222
 (412) 227-4802
 FAX (412) 261-5207

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

ARMSTRONG COUNTY

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

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

Credit Counselors of PA
 401 Wood Street, Suite 906
 Pittsburgh, PA 15222
 (412) 338-9954 or
 1(800) 737-2933
 FAX (412) 338-9963

BEAVER COUNTY

Action Housing, Inc.
 425 6th Avenue, Suite 950
 Pittsburgh, PA 15219
 (412) 391-1956
 FAX (412) 391-4512

CCCS of Western Pennsylvania, Inc.
 971 Third Street
 Beaver, PA 15009
 (724) 774-0798

Housing Opportunities of Beaver
 County, Inc.
 650 Corporation St, Suite 207
 Beaver, PA 15009
 (724) 728-7511

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

Housing Opportunities Inc.
 133 Seventh Street
 P.O. Box 9
 McKeesport PA 15134

Credit Counselors of PA
 401 Wood Street, Suite 906
 Pittsburgh, PA 15222
 (412) 338-9954 or 1(800) 737-2933
 FAX (412) 338-9963

BEDFORD COUNTY

Bedford-Fulton Housing Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 FAX (814) 623-7187

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

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

Tableland Services, Inc.
 535 East Main Street
 Somerset PA 15501
 (814) 445-9628 or 1-800-452-0148
 FAX (814) 443-3690

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

BERKS COUNTY

Budget Counseling Center
 247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 FAX (610) 375-7830

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall PA 18052
 (610) 821-4011 or 800-220-2733
 (814) only
 FAX (610) 821-8932

Economic Opportunity Cabinet of
 Schuylkill County
 225 N. Centre Street
 Pottsville, PA 17901
 (717) 622-1995
 FAX (717) 622-0429

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

BLAIR COUNTY

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

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

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

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

BRADFORD COUNTY

CCCS of Northeastern Pennsylvania
 1400 Abington Executive Park, Suite 1
 Clarks Summit, PA 18411
 (570) 587-9163 OR 1-800-922-9537
 FAX (570) 587-9134/9135

31 W. Market St.
 Wilkes-Barre, PA 18702
 (570) 821-0837 or 800-922-9537
 FAX (570) 821-1785

9 South 7th Street
 Stroudsburg PA 18360
 (570) 420-8980 or 800-922-9537
 FAX (570) 420-8981

1631 S Atherton St, Suite 100
 State College, PA 16801
 (814) 238-3668
 FAX (814) 2383669

The Trehab Center of Northeastern PA
 10 Public Avenue
 Montrose, PA 18801
 (570) 278-3338 or 800-982-4045
 FAX (570) 278-1889

185 Elmira Street
 P.O. Box 218
 Troy, PA 16947
 (570) 297-2101

German Street, P.O. Box 389
 Dushore, PA 18614
 (570) 928-9668
 FAX (570) 928-8144

103 Warren Street, P.O. Box 709
 Tunkhannock PA 18657
 (570) 836-6840
 FAX (570) 836-6332

33 Walnut Street
 Wellsboro, PA 16901
 (570) 724-5252
 FAX (570) 724-5783.
 931 Main Street
 Honesdale PA 18431
 (570) 253-8941
 FAX (570) 253-4817

BUCKS COUNTY

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

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

Bucks County Housing Group, Inc.
 140 East Richardson Avenue
 Langhorne, PA 19047
 (215) 750-4310
 FAX (215) 750-4318

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

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

CCCS of Delaware Valley
 Trevoze Corporate Center
 4606 Street Road
 Trevoze PA 19047
 (215) 563-5865

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

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 800-220-2733
 FAX (610) 821-8932

American Credit Counseling Institute
 845 Coates St.
 Coatesville PA 19320
 (888) 212-6741

144 E Dekalb Pike
 King of Prussia PA 19406
 610-971-2210
 FAX (610) 265-4814

755 York Rd, Suite 103
 Warminster PA 18974
 (215) 444-9429
 FAX (215) 956-6344

BUTLER COUNTY

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

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

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

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

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

PHILADELPHIA COUNTY
Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
FAX (215) 765-1427

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

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

CCCS of Delaware Valley
One Cherry Hill, Suite 215
Cherry Hill NJ 08002
(215) 563-5665

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

Housing Association of Delaware
Valley
1500 Walnut Street, Suite 601
Philadelphia, PA 19102
(215) 545-6010
FAX (215) 790-9132

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

Housing Association of Delaware
Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
FAX (215) 765-7614

PPCA
100 North 17TH Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

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

American Credit Counseling Institute
845 Coates St
Coatesville PA 19320
(888) 212-6741

144 E Dekalb Pike
King of Prussia PA 19406
610-971-2210
610-971-2210

755 York Rd, Suite 103
Warminster PA 18974
FAX(215) 956-6344

PIKE COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street, POB 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park, Suite 1
Clarks Summit PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

POTTER COUNTY
Northern Tier Community Action Corp.
135 West 4th Street
Emporium, PA 15834
(814) 486-1161
FAX (814) 486-0825

SCHUYLKILL COUNTY
Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (610) 375-7830

Econ Opport Cabinet of Schuylkill Co
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

Commission on Econ Opportunity of
Luz Co.
163 Amber Lane
Wilkes-Barre PA 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665- CALL
BEFORE FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

CCCS of Lehigh Valley
P.O. Box A
Whitehall PA 18052
(610) 821-4011
FAX (610) 821-8932

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

Urban League of Metropolitan
Harrisburg
2107 N. 6th Street
Harrisburg PA 17101
17101
(717) 541-1757
FAX (717) 234-9459

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

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

Bedford-Fulton Housing Services
1954 Mary Grace Lane
Johnstown, PA 15901
FAX (814) 539-1688

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

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

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
FAX (814) 443-3690

SULLIVAN COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
185 Elmira Street, P.O. Box 218
Troy, PA 16947
(570) 297-2101
FAX (570) 297-2799

German Street, P.O. Box 389
FAX(570)297-2799
(570) 928-9668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783

931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-6840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

SUSQUEHANNA COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
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German Street, P.O. Box 389
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Honesdale PA 18431
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FAX (570) 253-4817

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(570) 836-6840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

TIOGA COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
185 Elmira Street, P.O. Box 218
Troy, PA 16947
(570) 297-2101
FAX (570) 297-2799

German Street, P.O. Box 389
FAX(570)297-2799
(570) 928-9668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
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931 Main Street
Honesdale PA 18431
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FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-6840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

UNION COUNTY
Lycoming-Clinton Co Comm For
Comm Action (STEP)
2138 Lincoln Street, P.O. Box 1328
Williamsport, PA 17703
(570) 328-0587
FAX (717) 322-2197

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

CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

201 Basin Street
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities, that he is Phillip J. Cobb of National City Mortgage Company, Plaintiff herein, that he is duly authorized to make this Verification, and that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his knowledge.

A handwritten signature in blue ink, appearing to read "Phillip J. Cobb", written over a horizontal line.

Phillip J. Cobb
Vice-President

(Sign in blue ink)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12243

NATIONAL CITY MORTGAGE COMPANY

02-380-CD

VS.

ENNIS, JOHN R. JR.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 2, 2002 AT 9:30 AM EST SERVED THE WITHIN COMPLAINT
IN MORTGAGE FORECLOSURE ON JOHN R. ENNIS, JR., DEFENDANT AT
RESIDENCE, RD#1 BOX 205-B, WEST DECATUR, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO NANCY ENNIS, MOTHER A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE
AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO.

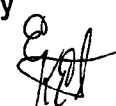
Return Costs

Cost	Description
25.49	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY; ATTY.

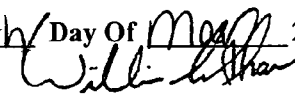
FILED

MAY 07 2002

0110:35
William A. Shaw
Prothonotary

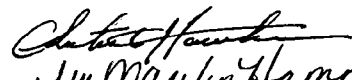


Sworn to Before Me This

7th Day Of May 2002


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

So Answers,


My Mauly Hamr
Chester A. Hawkins
Sheriff