

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/wilson pd 20.00
plaintiff shay
William A. Shaw
Prothonotary
E
K&J

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



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 -

SHERIFF: \$

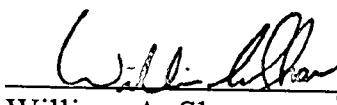
\$630.00

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

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. F0012742

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

Your are hereby notified that the
following Order or Judgment was
entered against you on 5 May 31, 2002

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

Prothonotary

By: William H. Shar
PROTHONOTARY (OR DEPUTY)

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

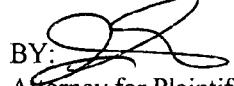
TO: JOHN R. ENNIS, JR.
RD#1, BOX 205-B
WEST DECATUR, PA 16878

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:

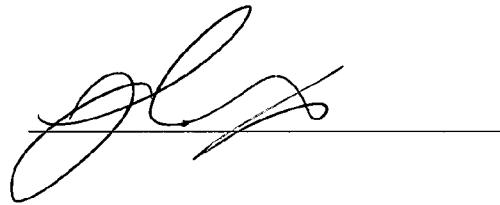
Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

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 Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "John L. Smith", is written over a horizontal line.

CCDV

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

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

7002 1000 0005 4236 5197

Postage	\$.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
RPO Box 205-B
West Decatur, PA 16878

PS Form 3800, April 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Received by (Please Print Clearly) B: Date of Delivery <i>Jodi Lennis</i> <i>10/3/02</i></p> <p>C. Signature <i>Jodi Lennis</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>1. Article Addressed to: <i>John R ENNIS JR. RPO Box 205-B West Decatur, PA 16878</i></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
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
by checking appropriate box)

Check appropriate block for
Registered Mail:
Registered
Return Receipt
for Merchandise
int'l Recordard Del.
Without Postal Insurance

Check appropriate block for
Certified
COD
Express Mail

Postmark and Date of Receipt
Affix stamp here if issued as
certificate of mailing or for
additional copies of this bill.

Due Sender
If COD
R. R.
Fee
S. D.
Fee
S. H.
Fee
Rest. Del. Fee
Remarks

Line	Article Number	(412) 457-8000 (see, Street, and Post Office Address)	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee
1		Child Support Enforcement Harvey Domestic Relations Office Rick Redden										
2		Wicomico Co Market St Third Harvey Domestic Relations Office Rick Redden										
3		Monroe County Boggs Township West Monroe and Philadelphia-Penns										
4		Sharon M. Steiert Betty James, PA Collection Box 1000 West Monroe and Philadelphia-Penns										
5		Monroe County Tax Office Harvey Domestic Relations Office Rick Redden										
6		Beneficial Allstate Domestic Relations Company of Harvey Domestic Relations Office Rick Redden										
7		WICOMICO COUNTY Domestic Relations, Harvey Domestic Relations Office Rick Redden										
8		Beneficial Allstate Domestic Relations Company of Harvey Domestic Relations Office Rick Redden										
9												
10												
11												
12												
13												
14												
15												

Total Number of Pieces
Listed by (Sender)
5

Total Number of Pieces
Received at Post Office
June

Postmaster, Per (Name of Receiving Employee)
S. M.

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, S9.3, and S9.21 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.



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
of 1:00pm
MAR 03 2003
cc
KPL

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

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

So Answers,

Chester A. Hawkins

By Cynthia Butter Auger-Lough
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

PAID: \$155.49

INTEREST: from 6/1/02 to 7/31/02 -

SHERIFF: \$

\$630.00

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 08/16/2002



William A. Shaw 8/14/02

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. Hawkins
Sheriff by Cynthia Butter-Augustaugh

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

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
TOTAL COSTS	2,335.43

DEED COSTS:

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

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 No. 02-380-CO
vs. 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

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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Part Number:

RETURN TO:
NATIONAL CITY MORTGAGE CO.,
1732 NEWARK DRIVE
KALAMAZOO, MI 49002

MORTGAGE

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

October 23, 1897

• The room

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

which is organized and existing under the laws of the State of Ohio
address is 3211 Newark Drive, Miamisburg, Ohio 45342, and whose
SIXTY FIVE THOUSAND SIX HUNDRED & 00/100 ("Lender"). Borrower owes Lender the principal sum of

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 Note and 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:

which has the address of A.D.C., BOX 206-B, WEST BACON
Pennsylvania 16878 ZIP Code (Property Address):
Pennsylvania - Single Family - PHMA/PHMC
UNIFORM INSTRUMENT Form 3030 8/60
GSA 44 CFR 101-11
Amended 8/61
THE MORTGAGE RECORDS - 00000000000000000000
Page 1 of 1

[卷首-序言]

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 attain 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 H, 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 Settlements 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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 sum 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 forfeiture action or proceeding, whether civil or criminal, is begun 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, precipitates 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 curing 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 requires 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. Lender reserves

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ments 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.

3. 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; 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 take 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (ii) 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.

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 cures 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 earlier 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 judgement 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 to 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 of 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 solvents and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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 easement 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 recording costs.

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defect in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, laches 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 or a sheriff's sale or other sale pursuant to this Security Instrument.

10 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.

15 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

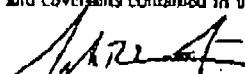
Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify) PAFIA

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:


JOEY R. ENNIS JR.

(Seal)

Borrower

(Seal)

Witness

(Seal)

Borrower

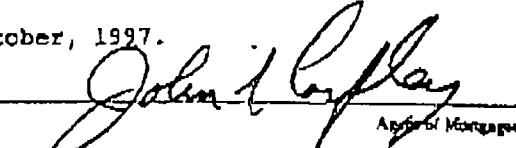
(Seal)

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
Notary Public

COMMONWEALTH OF PENNSYLVANIA,

Centre

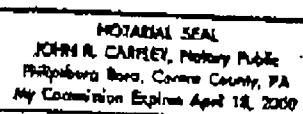
County as:

On this, the 23rd day of October, before me, the undersigned officer, personally appeared JOHN R. ENNIS, JR.

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

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

My Commission Expires:



Tell of Officer

Form 1020 07/01

4P(PA)N-10

PHFA Form 31

Vol 1882, page 323

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 its Mortgage by way of deletion of paragraph 17 therefrom and substitution therefore 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 subordinating 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 160 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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(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.

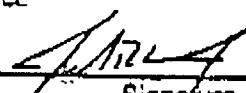
If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower 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 the loan secured by this Mortgage by Borrower's statements and representations in Borrower's 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 willfully 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 to this indebtedness at some future date transfers 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 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.

047 23 1997

Date



Signature of Mortgagor

Date

Signature of Mortgagor

September 1995

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EXHIBIT "A"

RE: JOHN R. RENHIS, 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 access for, now or formerly, Belbeck 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-one hundredths feet (349.22) to an iron pin and place of beginning.

CONTAINING 1.3164 acres and being the same premises as granted and conveyed unto John R. Renhis, Jr., by David & Ronald R. Bowder, et ux., dated the 23 day of October, 1987; and yet recorded but intended not to be.

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



Karen L. Stark
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TUESDAY, OCTOBER 24, 1997
BY Karen L. Stark
REC'D. 2:31 PM
Karen L. Stark, Recorder

Entered of Record Oct 24 1997 2:31pm Karen L. Stark, 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
Anita Holbrook
Assistant Vice President

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

Frances F. Smit
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 / OF / 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

ADAMS COUNTY American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsville, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	BUCKS COUNTY Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	BLAIR COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
ALLEGHENY COUNTY Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5865
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	BRADFORD COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	BEDFORD COUNTY Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
ARMSTRONG COUNTY 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	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	BUTLER COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
BERKS COUNTY Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6332	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812	

· Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	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	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	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
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
PHILADELPHIA COUNTY Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	POTTER COUNTY Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	SCHUYLKILL COUNTY Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	Commission on Econ Opptunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665 - CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631 - CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	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
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	UNION COUNTY Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (717) 322-2197
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	SNYDER COUNTY CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
PCCA 100 North 17TH Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	SOMERSET COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	VENANGO COUNTY Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
755 York Rd, Suite 103 Warminster PA 18974 FAX(215) 956-6344			

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	GREENE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	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	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	FRANKLIN COUNTY Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
DAUPHIN COUNTY CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	HUNTINGDON COUNTY Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	ELK 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. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
DELAWARE COUNTY Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 755-1427	ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	INDIANA COUNTY CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	FULTON COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	JEFFERSON COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118	

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.



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

010:35

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 Manly Harr
Chester A. Hawkins
Sheriff