

02-642-CD  
RELIANCE SAVINGS BANK -vs- NICHOLAS P. CIMINO et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CO  
)  
v. )  
)  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, )  
Defendants )  
) Type of Case:  
) Civil  
)  
) Type of Pleading:  
) Mortgage Foreclosure  
)  
) Counsel of Record for this  
) Party:  
)  
) Alfred Jones, Jr., Esq.  
) Supreme Court No. 10442  
)  
) DELAFIELD, McGEE, JONES &  
) KAUFFMAN, L.L.P.  
)  
) 300 S. Allen St., Suite 300  
) State College, PA 16801-4841  
) (814) 237-6278

**FILED**

APR 23 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No.  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

NOTICE TO DEFEND

TO THE ABOVE-NAMED DEFENDANTS:

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 pleading and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections 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 pleading or for any other claim or relief requested by our client. You may lose money or property or other rights important to you.

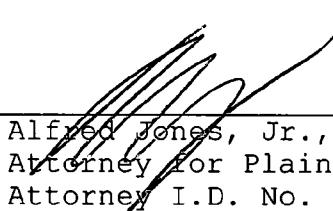
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone (814) 765-2641, Ext. 5982

DELAFIELD, McGEE, JONES &  
KAUFFMAN, L.L.P.

Date: 4-22-02

By \_\_\_\_\_

  
Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen Street, Suite 300  
State College, PA 16801-4841  
(814) 237-6278

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No.  
 )  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff-Mortgagee, Reliance Savings Bank, is a corporation organized under the laws of the Commonwealth of Pennsylvania, having an office and place of business at 1119 Twelfth Street, Altoona, Pennsylvania 16601.

2. The Defendants-Mortgagors are Nicholas P. Cimino and Doris A. Cimino, whose last known address was R. R. 1, Box 462, Osceola Mills, Clearfield County, Pennsylvania 16666.

3. At all times material to the Plaintiff's cause of action, the Defendants have been the owners of a tract of land and the building thereon erected, herein called "land", located in the Township of Decatur, County of Clearfield and State of Pennsylvania.

4. The land which is the subject of this action is described as follows:

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin North 36° 44' West 155 feet from the South corner of the 5.2968 acre plot owned by Battista Cimino, et ux., of which this is a part, on line of Harold Tish and Battista Cimino and White Avenue (unopened); thence from said iron pin on East side of White Avenue (unopened) North 56° 16' East 100 feet to an iron pin on lands of Battista Cimino; thence by other lands of Battista Cimino North 36° 44' West 170 feet to an iron pin; thence still by other lands of Battista Cimino South 53° 16' West, 100 feet to an iron pin of the eastern right-of-way of White Avenue (unopened); thence by same South 36° 44' East 170 feet to the place of beginning. Containing 0.3903 acre.

TOGETHER WITH the easements and rights-of-way set forth in deed of Battista Cimino and Amelia L. Cimino to Nicholas P. Cimino and Doris A. Cimino, husband and wife, recorded in Clearfield County Deed Book 770, Page 259.

BEING the same premises which Battista Cimino and Amelia L. Cimino, husband and wife, by their deed dated August 29, 1978, and recorded in Clearfield County Deed Book 770, Page 259, granted and conveyed unto Nicholas P. Cimino and Doris A. Cimino, his wife, the Mortgagors herein.

UNDER AND SUBJECT, NEVERTHELESS, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, qualifications, limitations and conveyances out as are contained in all prior deeds.

5. On or about June 27, 1996, in consideration of the loan of \$50,000.00 made by Plaintiff to the Defendants, the Defendants executed and delivered to Plaintiff a Note and Security Agreement secured by a Mortgage on the land obligating Defendants to pay Plaintiff \$50,000.00 with payment of \$544.92 to be made monthly until this loan, additional advances, interest and other charges covenanted were paid in full, with interest at the rate of 10.25% per annum. The Mortgage is recorded in Clearfield County Deeds & Record Book 1772, Page 248. A copy of this Mortgage is set forth as Exhibit "A".

6. The Defendants are in default with respect to the said Mortgage because of their failure to make the payments due for the months of September, October, November and December, 2001, and January and February, 2002.

7. Under the terms of the Note and Security Agreement set forth as Exhibit "B", Defendants are obligated to Plaintiff as follows:

Unpaid Principal Balance	\$40,329.45
Interest through February 20, 2002	1,995.89
Late Charge	10.00
Attorney's Commission (20%)	<u>8,467.07</u>
Real Debt	\$50,802.41

with costs to be added.

8. The Defendants are the present owners of the land.

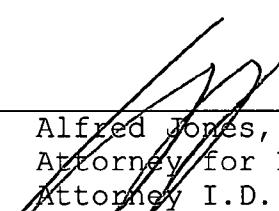
9. Plaintiff has complied with the requirements of Act No. 6 of January 30, 1974, and Act No. 91 of 1984 by forwarding a copy of the notice attached hereto as Exhibit "C" to Defendants on March 18, 2002, and has received no response thereto.

WHEREFORE, Plaintiff requests the Court to enter judgment of mortgage foreclosure against the mortgaged property for the

amount set forth above, together with interest thereon, all other amounts advanced by Plaintiff and costs of suit.

DELAFIELD, McGEE, JONES &  
KAUFFMAN, L.L.P.

Date: 4-22-02

By 

Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen Street, Suite 300  
State College, PA 16801-4841  
(814) 237-6278

## MORTGAGE

VOL 1772 PAGE 247

THIS MORTGAGE, dated June 27, 1996, is between you, NICHOLAS P. CININO and DORIS A. CININO residing at RR 1 BOX 462A, OSCEOLA MILLS, PA 16666, the person or persons signing as "Mortgagor" below, and us, RELIANCE SAVINGS BANK, the "Mortgagee".

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at:

RR 1 BOX 462-A

<u>DECATUR TWP</u>	<u>CLEARFIELD</u>	Street	<u>Pennsylvania</u>	(the "Premises")
Township/City/Municipality/Borough	County	Block No.	Lot No.	

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the CLEARFIELD County Office for the Recording of Deeds, in Deed Book 770, on Page(s) 259. Tax Parcel Number (or other Uniform Parcel Identifier, if any) \_\_\_\_\_ or,  If checked, on the reverse side. The Premises includes all buildings and other improvements, now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to NICHOLAS P. CININO

(whether one or more persons call the "Borrower"), in the principal amount of \$ 50,000.00, plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated June 27, 1996. This Mortgage will also secure the performance of all Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time period that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insured. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonable believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums your promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will note owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the premises; and (iv) sign, cancel and change lease. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose. Mortgagor (Borrower) agrees that it is obligated, after a judgment is entered on the Note or in an action of mortgage foreclosure, to pay post-judgment expenses, including applicable real estate taxes, property and mortgage insurance premiums, and attorney's fees and costs that are incurred beyond the date of judgment.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

<u>Nicholas P. Cinino</u> Mortgagor	(SEAL)	<u>Doris A. Cinino</u> Mortgagor	(SEAL)
<u>Nicholas P. Cinino</u> Mortgagor	(SEAL)	<u>Doris A. Cinino</u> Mortgagor	(SEAL)

EXHIBIT "A"

DESCRIPTION OF PREMISES  
(Insert specific description of Premises, if necessary.)ALL THAT CERTAIN ~~will~~

That certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin North thirty six (36) degrees forty-four (44) minutes West one hundred fifty five (155) feet from the south corner of the 3.2968 acre plot owned by Battista Cimino, et ux, of which this is a part, on line of Harold Tish and Battista Cimino and White Avenue (unopened); thence from said iron pin on East side of White Avenue (unopened) North fifty six (56) degrees sixteen (16) minutes East one hundred (100) feet to an iron pin on lands of Battista Cimino; thence by other lands of Battista Cimino (170) feet to an iron pin; thence still by other lands of Battista Cimino South fifty-three (53) degrees sixteen (16) minutes West, one hundred (100) feet to an iron pin of the Eastern right of way of White Avenue (unopened); thence by same South thirty six (36) degrees forty-four (44) minutes East one hundred seventy (170) feet to the place of beginning. Containing 0.3903 Acre.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

: ss.

BE IT REMEMBERED, that on this 27th day of June, 19 96, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared NICHOLAS P CIMINO and DORIS A CIMINO, who I am satisfied are the person(s) named in and who executed the within Mortgage, and thereupon he/she/they acknowledged that XXXX they signed, sealed and delivered the same as a voluntary, full and deed, for the uses and purposes expressed in the Mortgage.

Notarial Seal  
Susan E. Hartley, Notary Public  
Altoona, Blair County  
My Commission Expires May 31, 1997

I certify that the within named MORTGAGEE, Reliance Savings Bank  
1119 12th Street, Altoona, PA 16601

Notary Public of Pennsylvania

Street resides at  
City/Municipality Blair County  
Zip Code Zip Code

Signature Karen L. Starck  
Agent on behalf of Mortgagor

COMMONWEALTH  
OF  
PENNSYLVANIA

0556103131

MORTGAGE  
FROM

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:00pm 7-11-96  
BY Reliance Savings  
FEES 13.50  
Karen L. Starck, Recorder

NICHOLAS P CIMINO and DORIS A CIMINO

Insert Name(s) of Mortgagor(s)

TO

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



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

1119 TWELFTH STREET, PO BOX 1968, ALTOONA, PA 16603  
Recorder - Please return to:

RELIANCE SAVINGS BANK  
ATTN: CONSUMER LOAN DEPT.  
PO BOX 1968  
ALTOONA, PA 16603

Entered of Record 7-11-96 at 3:00pm by Karen L. Starck, Recorder

CLSR2M0707SS/11-16-06

NOTE AND SECURITY AGREEMENT, Dated JUN 27, 1996 NOTICE: If checked  see separate itemization of amount financed

Account # 0556103131			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all scheduled payments
10.25 %	\$ 48,085.60	\$ 50,000.00	\$ 98,085.60
Your Payment Schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
180	\$ 544.92	Monthly, beginning AUGUST 5, 1996	
Security: You are giving a security interest in:			
<input type="checkbox"/> the goods or property being purchased.			
<input checked="" type="checkbox"/> (brief description of other property) RR 1 BOX 462-A, OSCEOLA MILLS, PA			
Filing Fees <u>15.50</u>			
Late Charge: If a payment is late, you will be charged 10% of the payment, but not more than \$20.00.			
Prepayment: If you pay off early, you will not have to pay a penalty.			
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled and prepayment refunds and penalties.			

Itemization of Amount Financed	
\$ N/A	Amount Financed
\$ N/A	Amount given to you directly
\$ N/A	Amount paid on your account
\$ N/A	Amount paid to others on your behalf
\$ N/A	to public officials
\$ N/A	to insurance company
\$ N/A	to _____

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

YOU PROMISE

TO PAY US: or to our order, at any of our offices, the Amount Financed, plus interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time, without penalty or premium.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums **HOW INTEREST IS CHARGED:** The Finance Charge consists only of your own and the proper performance of your promises in this Note, you and interest imposed daily on the outstanding balance of the Amount Financed at the Annual Percentage Rate. The Finance Charge shown above was figured by assuming that all payments were received on their due dates. If any payment is late, you must pay more Finance Charge than is shown because of the additional interest imposed. If you pay early, the Finance Charge will be less. The amount of the increase or decrease in Finance Charge will be due with the last payment, which will be modified to reflect the actual amount then due.

1. N/A

2.

3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon \_\_\_\_\_

RR 1 BOX 462-A, OSCEOLA MILLS, PA

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE, THIS NOTE IS UNSECURED.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the costs shown below. Single Credit Life Insurance and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life Insurance and Joint Credit Accident and Health Insurance are available to both Borrower or Co-Signer signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower or Co-Signer to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs N/A

What is your age?

By signing, you want Single Credit Accident & Health Insurance, which costs N/A \_\_\_\_\_

What is your age?

Signature of Borrower to be insured for Single Credit Life Insurance

Years

Signature of Borrower to be insured for Single Credit Accident & Health Insurance

Years

By signing, you both want Joint Credit Life Insurance, which costs N/A

What are your ages?

By signing, you both want Joint Credit Life Accident & Health Insurance which costs N/A

What are your ages? Percentage to be insured

1. \_\_\_\_\_ Years

1. \_\_\_\_\_ %

2. \_\_\_\_\_ Years

2. \_\_\_\_\_ %

Signatures of both Borrowers to be insured for Joint Credit Life Insurance.

Signatures of both Borrowers to be insured for Joint Credit Accident & Health Insurance.

Insurer: USLIFE Credit Life Insurance Company, Schaumburg, IL

Other

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

*Nicholas P. Dennis*  
Borrower's Signature

RR 1 BOX 462-A, OSCEOLA MILLS PA 16666 6/27/96

Address Date

Borrower's Signature

Address Date

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

**CO-SIGNER'S SURETY AGREEMENT:** You, the person or persons signing as "Co-Signer" below, promise to pay to us or to our order the Amount Financed, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment upon the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Address

Date

Co-Signer's Signature

Address

Date

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing as "Co-Owner" below, together with the Borrower or otherwise being all of the owners of the Collateral, grant us a security interest in the Collateral identified above. If the Collateral consists of personal property, you agree to be bound by the terms of the Security Agreement contained in this Note. If the Collateral consists of real property, you agree to be bound by the terms of the Mortgage. You are granting us this security interest to induce us to make the loan to the Borrower and to secure the payment by the Borrower of all sums due under this Note. If, upon default and sale the Collateral, there remains any sum still due us on the Note, you will not be obligated to pay us that sum.

Co-Owner's Signature

Address

Date

EXHIBIT "B"

LIBTB  
CLIN/INT/TSS/11-16-96

## ADDITIONAL TERMS

### DEFAULT:

- (i) You fail to make any payment to us on or before the day it comes due;
- (ii) You provide us with false information or signatures at any time;
- (iii) You die or become legally incompetent;
- (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage, or in any other note or agreement you now or later have with us;
- (v) You cannot pay any of your debts as they come due;
- (vi) The Collateral is lost, stolen, damaged or destroyed;
- (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
- (viii) Proceedings are begun under the Bankruptcy Code by or against you;
- (ix) Any judgment is entered of record against you; or
- (x) Any of your property is attached or subject to being forfeited.

**DEFAULT AND REQUIRED PAYMENT IN FULL:** If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of the amount financed and interest to be immediately due and payable. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the period provided in our notice. If we file an action to collect amounts in Default, you also agree to pay all of our court costs and our reasonable attorney's fees of 20% of the amount due. Our right to collect attorney's fees may be limited during any cure period provided by law. We will continue to impose interest daily on all sums owed to us at the rate provided in this Note until we receive payment in full, even if we have obtained judgment against you. Mortgagor (Borrower) agrees that it is obligated, after a judgment is entered on the Note or in an action of mortgage foreclosure, to pay post-judgment expenses including applicable real estate taxes, property and mortgage insurance premiums, and attorney's fees and costs that are incurred beyond the date of judgment.

**LATE CHARGE:** If any payment is not made within 15 days of its due date, we will charge and you agree to pay a late payment charge of 10% of the amount of the late payment, but not more than \$20.00.

**MULTIPLE PARTIES:** If there is more than one Borrower on this Note, or one or more Co-Signers, all of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

**WAIVERS:** If we declare the unpaid balance of the Note and earned interest to

be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");
- (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
- (iii) to obtain an official certification of nonpayment (known as "protest").

We waive the right to treat any property other than the Collateral as security for this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

**NO NOTICE OR LOSS OF RIGHTS:** We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note;
- (ii) give additional time for payment of any amount owing under this Note;
- (iii) exercise, give up or delay exercising any right against any person or property;
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

**RISK OF LOSS:** You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

**BENEFIT AND BURDEN:** All the benefits of this Note shall favor us, our successors and assigns. The obligations shall bind you, and your heirs, personal representatives and assigns.

**NOTICES:** Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at its address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

**WARRANTIES AND REPRESENTATIONS:** You warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

**LAW:** This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

## SECURITY AGREEMENT

**SECTION 1. LOAN AND COLLATERAL:** When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

### SECTION 2. YOUR OTHER AGREEMENTS.

**2.1 OWN, SELL, ETC.** You own the Collateral free and clear of all liens and security interest. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

**2.2 MAINTAINING THE COLLATERAL.** At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

**2.3 DEPOSIT ACCOUNTS.** If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewal deposit shall be Collateral subject to this Security Agreement.

**2.4 INSURANCE.** While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insured that are satisfactory to us. The policy must name us as the "loss-payee." the policy must provide that any loss is to be payable to you and to us as our interest appear. It must also provide that we be given not less than 10 days' prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of any loss or damage to the Collateral, you will immediately notify us by writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

**2.5 NOTING OUR SECURITY INTEREST.** If a certificate of title is issued for the Collateral, you will assist us in having our security interest noted on the certificate of title.

**2.6 YOUR AUTHORITY TO US.** If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums you owe on this Note, on which we impose interest as provided in this Note. If you fail

to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, we may, if we alone choose, advance any sums you promises to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral, may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Note and may be repayable: (i) immediately upon demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone may specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

**2.7 INSPECTION.** You will permit us to inspect the Collateral at any reasonable time.

**SECTION 3. NO LOSS OF RIGHTS.** The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any of you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

**SECTION 4. DEFAULT.** A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party upon default which are provided under the Uniform Commercial Code, upon our declaring the Note to be immediately due and payable:

**4.1 APPLICATION OF DEPOSITS.** We may apply any deposits included in the Collateral against the sums we owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity to realize on the Collateral. If we terminate the deposit, the contract of deposit or applicable law may require that we impose substantial penalties for the early withdrawal.

**4.2 SURRENDER OF COLLATERAL.** We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

**4.3 PEACEFUL REPOSSESSION.** If you don't surrender the Collateral to us, we may take possession of it, with or without legal process, in accordance with law. You authorize us to peacefully enter upon any premises where the Collateral may be located for the purpose of taking possession and removing it.

**4.4 EXPENSES OF REPOSSESSION AND STORAGE.** We may charge you our reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral as long as they are allowed by law.

**4.5 SALE OF COLLATERAL.** We may sell, assign or deliver the Collateral at one or more public or private sales. We will give you reasonable notice of the time and place of sale. We may purchase the Collateral at that sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply the proceeds of sale first to our expenses and then to the sums the Borrower owes on this Note. We will pay any surplus to you. If a sum is still owed to us, the Borrower and Co-Signer must pay it to us.

## NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage and/or Group Credit Accident and health Insurance coverage will be applicable to this Note if so marked on the front of this Note, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred or on the date from which the interest or Finance Charges accrue, if later, and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE FRONT SIDE FOR IMPORTANT INFORMATION.

# ACT 91 NOTICE

Date: 3/1/02

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): JAMES A. GATTO  
PROPERTY ADDRESS: 113 CHERRYWOOD RD River MATILDA PA  
LOAN ACCT. NO.: 05600274067  
ORIGINAL LENDER: RELIANCE SAVINGS BANK  
CURRENT LENDER/SERVICER: RELIANCE SAVINGS BANK

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at:  
113 CHERRYWOOD RD River MATILDA PA

• SERIOUSLY IN DEFAULT because:

EXHIBIT "C"

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

10/1/01-1360.60 11/1-1373.62 12/1-1373.62 1/1/02-1373.62 2/1-1373.62  
3/1-1373.62

Other charges (explain/itemize): LATE CHGS: 252.80

TOTAL AMOUNT PAST DUE \$8,481.50

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

HOW TO CURE THE DEFAULT-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 848.52, 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:

RELIANCE SAVINGS BANK  
P.O. BOX 1968  
ATLANTA, GA 30303

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.)

NA

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period before the Sheriff's Sale, you still have the right to cure the default and prevent the sale at any time up to one hour 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 3 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.

HOW TO CONTACT THE LENDER:

Name of Lender: RELIANCE SAVINGS BANK  
Address: P.O. BOX 1968 1119 12th ST  
ATLANTA GA 30303  
Phone Number: 814-949-6272  
Fax Number: 814-949-6298  
Contact Person: MARY C. ALLISON

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CONSUMER CREDIT COUNSELING  
OF WESTERN GA  
2403 SIDNEY ST.  
CITTS BLDG A 15203  
412-390-1300

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

# ACT 91 NOTICE

Date: 3/1/02

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): LISA R. GATTO  
PROPERTY ADDRESS: 113 CILERRYWOOD RD Port Matilda PA  
LOAN ACCT. NO.: 05600 270017  
ORIGINAL LENDER: RELIANCE SAVINGS BANK  
CURRENT LENDER/SERVICER: RELIANCE SAVINGS BANK

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**  
**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at:  
113 CILERRYWOOD RD Port Matilda PA

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

10/1/01-1360.60 11/1-1373.62 12/1-1373.62 1/1/02-1373.62 2/1-1373.62  
3/1-1373.62

Other charges (explain/itemize): LATE CHARGES: 252.50

TOTAL AMOUNT PAST DUE \$ 8,481.50

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

**HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 848.52, 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:

RELIANCE SAVINGS BANK  
P.O. BOX 1968  
ATLANTA, GA 30303

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)

NP

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

**IF THE MORTGAGE IS FORECLOSED UPON**-The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred, up to \$50.00. However, if legal 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 before the Sheriff's Sale, you still have the right to cure the default and prevent the sale at any time up to one hour reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale 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 3 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.

**HOW TO CONTACT THE LENDER:**

Name of Lender: RELIANCE SAVINGS BANK  
Address: P.O. BOX 1968 1119 12TH ST  
ATLANTA GA 30303  
Phone Number: 814-949-6272  
Fax Number: 814-949-6298  
Contact Person: THOMAS C. ALLISON

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

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

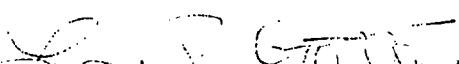
**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

CONSUMER CREDIT COUNSELING  
OF WESTERN GA  
2403 SIDNEY ST.  
CHAMBLEE GA 30320  
404-390-1300

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE

<b>Is your RETURN ADDRESS completed on the reverse side?</b>	<b>SENDER:</b>	
	<input type="checkbox"/> Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.	
<b>Is your RETURN ADDRESS completed on the reverse side?</b>	<b>3. Article Addressed to:</b> <i>LISA R. GATTO 101 SCOTT LANE VENETIA, PA 15367-1115</i> 	<b>4a. Article Number</b> <i>70002870000064482013</i>
	<b>4b. Service Type</b> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	<b>7. Date of Delivery</b> <i>3 4 2</i>	
	<b>8. Addressee's Address (Only if requested and fee is paid)</b>	
	<b>5. Received By: (Print Name)</b> <i>LISA R. GATTO</i>	
	<b>6. Signature (Addressee or Agent)</b> 	

PS Form 3811, December 1994      102595-99-B-0223      Domestic Return Receipt

Thank you for using Return Receipt Service.

<b>Is your RETURN ADDRESS completed on the reverse side?</b>	<b>SENDER:</b>	
	<input type="checkbox"/> Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.	
<b>Is your RETURN ADDRESS completed on the reverse side?</b>	<b>3. Article Addressed to:</b> <i>LISA R. GATTO 113 CHERRYWOOD RD PORT MATILDA, PA 16870-1018</i> 	<b>4a. Article Number</b> <i>70002870000064482020</i>
	<b>4b. Service Type</b> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	<b>7. Date of Delivery</b> <i>3 4 2</i>	
	<b>8. Addressee's Address (Only if requested and fee is paid)</b>	
	<b>5. Received By: (Print Name)</b> <i>LISA R. GATTO</i>	
	<b>6. Signature (Addressee or Agent)</b> 	

PS Form 3811, December 1994      102595-99-B-0223      Domestic Return Receipt

Thank you for using Return Receipt Service.

<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		<b>I also wish to receive the following services (for an extra fee):</b> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery	
<b>3. Article Addressed to:</b> JAMES A. GATTO 101 SCOTT LANE VENETIA, PA 15367-1115 		<b>4a. Article Number</b> <b>70993220 0007 29431143</b>	
<b>5. Received By: (Print Name)</b> 		<b>4b. Service Type</b> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
<b>6. Signature (Addressee or Agent)</b>		<b>7. Date of Delivery</b> <b>3-4-92</b>	
<b>8. Addressee's Address (Only if requested and fee is paid)</b>			

PS Form 3811, December 1994

102595-99-B-0223 Domestic Return Receipt

Thank you for using Return Receipt Service.

<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		<b>I also wish to receive the following services (for an extra fee):</b> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery	
<b>3. Article Addressed to:</b> JAMES A. GATTO 113 CHERRYWOOD RD PORT MANDER PA 		<b>4a. Article Number</b> <b>70002870 0000 6448 2037</b>	
<b>5. Received By: (Print Name)</b> 		<b>4b. Service Type</b> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
<b>6. Signature (Addressee or Agent)</b>		<b>7. Date of Delivery</b> <b>3-4-92</b>	
<b>8. Addressee's Address (Only if requested and fee is paid)</b>			

PS Form 3811, December 1994

102595-99-B-0223 Domestic Return Receipt

Thank you for using Return Receipt Service.

**FILED**

APR 23 1988  
M 1150 Patty Jones  
Sgt William A. Shaw  
PA 180.00  
Prothonotary

Acc. Sherry

TIMOTHY C. ALLISON states that he is a Assistant Vice President of Reliance Bank, and that he is authorized to make this affidavit and verifies that the statements made in the foregoing Complaint are true and correct. He understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.



---

Timothy C. Allison

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-6042-CD  
 )  
v. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, )  
Defendants )  
 ) Type of Case:  
 ) Civil  
 )  
 ) Type of Pleading:  
 ) Praeclipe for Default Judgment  
 )  
 ) Counsel of Record for this  
 ) Party:  
 )  
 ) Alfred Jones, Jr., Esq.  
 ) Supreme Court No. 10442  
 )  
 ) DELAFIELD, McGEE, JONES &  
 ) KAUFFMAN, L.L.P.  
 )  
 ) 300 S. Allen St., Suite 300  
 ) State College, PA 16801-4841  
 ) (814) 237-6278

**FILED**

JUN 04 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment in the above captioned action for the Plaintiff and against the Defendants for failure to file an answer pursuant to Rule 1037 of the Rules of Civil Procedure.

Assess damages as follows:

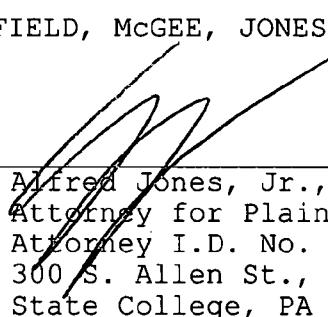
\$44,378.67,

together with all interest, expenses, unpaid taxes and costs of this suit.

Notice of Default Judgment was given as required by Pa. R.C.P. 237.1. A copy is attached as Exhibit "A".

DELAFIELD, McGEE, JONES & KAUFFMAN

By \_\_\_\_\_

  
Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen St., Ste. 300  
State College, PA 16801-4841  
(814) 237-6278

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

**CERTIFICATE OF GIVING NOTICE OF INTENTION**  
**TO FILE PRAECIPE FOR DEFAULT JUDGMENT**

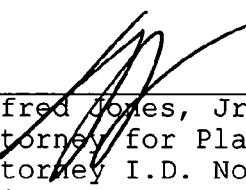
The undersigned attorney for Plaintiff does hereby certify  
that written notice of intention to file Praecipe for Default  
Judgment was given to the Defendants and/or Defendants' attorney by  
depositing the same to them in the United States Mails, postage  
prepaid on the 23<sup>rd</sup> day of May, 2002, addressed as follows:

Mr. Nicholas P. Cimino  
R.D. 1, Box 462  
Osceola Mills, PA 16666

Ms. Doris A. Cimino  
R.D. 1, Box 462  
Osceola Mills, PA 16666

A copy of the notice is marked Exhibit "A" and by reference  
made a part hereof.

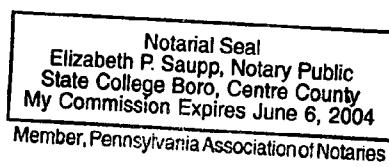
DELAFIELD, McGEE, JONES & KAUFFMAN

By 

Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen St., Ste. 300  
State College, PA 16801  
(814) 237-6278

Sworn to and subscribed  
before me this 23<sup>rd</sup> day  
of May, 2002.

Elizabeth P. Saupp  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

TO: Nicholas P. Cimino Ms. Doris A. Cimino  
R.D. 1, Box 462 R.D. 1, Box 462  
Osceola Mills, PA 16666 Osceola Mills, PA 16666

Date of Notice: May 23, 2002

NOTICE

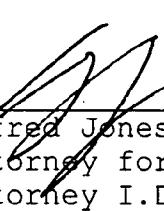
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: (814) 765-2641, Ext. 5982

DELAFIELD, McGEE, JONES &  
KAUFFMAN, L.L.P.

Date: 5-23-02

By \_\_\_\_\_

  
Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen Street, Suite 300  
State College, PA 16801-4841  
(814) 237-6278

**FILED**

JUN 04 2002

John D. Lott  
William A. Shaw  
Prothonotary

Not to Reg.  
Stat to Lott

Amended Notices or Statement mailed 6/6/02

**COPY**

**NOTICE OF JUDGMENT**

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

**CIVIL DIVISION**

**Reliance Savings Bank**

**Vs.**

**No. 2002-00894-CD**

**Nicholas P. Cimino  
Doris A. Cimino**

**To: Nicholas P. Cimino**

**NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$44,378.67 on June 4, 2002.**

**William A. Shaw  
Prothonotary**

---

**William A. Shaw**

NOTICE OF JUDGMENT

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Reliance Savings Bank

Vs.

No. 2002-00894-CD

Nicholas P. Cimino  
Doris A. Cimino

To: Doris A. Cimino

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$44,378.67 on June 4, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

**COPY**

Reliance Savings Bank  
Plaintiff(s)

No.: 2002-00894-CD

Real Debt: \$44,378.67

Atty's Comm:

Vs. Costs: \$

Int. From:

Nicholas P. Cimino Entry: \$20.00  
Doris A. Cimino  
Defendant(s)

Instrument: Default Judgment

Date of Entry: June 4, 2002

Expires: June 4, 2007

Certified from the record this 4th day of June, 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

**COPY**

AMENDED NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Reliance Savings Bank

Vs.

No. 2002-00642-CD

Nicholas P. Cimino  
Doris A. Cimino

To: Nicholas P. Cimino

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$44,378.67 on the June 4, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

**COPY**

AMENDED NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Reliance Savings Bank

Vs.

No. 2002-00642-CD

Nicholas P. Cimino  
Doris A. Cimino

To: Doris A. Cimino

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$44,378.67 on the June 4, 2002.

William A. Shaw  
Prothonotary

---

William A. Shaw

# COPY

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

Reliance Savings Bank  
Plaintiff(s)

Docket:

No.: 2002-00642-CD

Real Debt: \$44,378.67

Atty's Comm:

Vs.

Costs: \$

Int. From:

Nicholas P. Cimino  
Doris A. Cimino  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 4, 2002

Expires: June 4, 2007

Certified from the record this 4th day of June, 2002.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

Sheriff Docket # 12440

RELIANCE SAVINGS BANK

02-642-CD

VS.

CIMINO, NICHOLAS P. & DORIS A.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW APRIL 30, 2002 AT 1:32 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DORIS A. CIMINO, DEFENDANT AT RESIDENCE, RD#1 BOX 462, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DORIS A. CIMINO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: NEVLING.**

**NOW APRIL 30, 2002 AT 1:32 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NICHOLAS P. CIMINO, DEFENDANT AT RESIDENCE, RD#1 BOX 462, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DORIS A. CIMINO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**SERVED BY: NEVLING.**

---

**Return Costs**

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

**FILED**  
04/21/02  
MAY 09 2002

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

9<sup>th</sup> Day Of May 2002

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

**So Answers,**

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. *02-642-60*  
)  
v. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, )  
Defendants )  
) Type of Case:  
) Civil  
)  
) Type of Pleading:  
) Praeclipe for Writ of Execution  
)  
) Counsel of Record for this  
) Party:  
)  
) Alfred Jones, Jr., Esq.  
) Supreme Court No. 10442  
)  
) DELAFIELD, McGEE, JONES &  
) KAUFFMAN, L.L.P.  
)  
) 300 S. Allen St., Suite 300  
) State College, PA 16801-4841  
) (814) 237-6278

**FILED**

JUN 10 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against Nicholas P. Cimino and Doris A. Cimino, Defendants  
R. D. 1, Box 462 A, 193 Cimino Lane, Osceola Mills,  
Clearfield County, Pennsylvania;
- (3) and index this writ against Nicholas P. Cimino and Doris A.  
Cimino, Defendants
- (4) as a lis pendens against the real property of the Defendants as  
follows:

See attached Exhibit "A"

(4) Amount due	<u>\$44,378.67</u>
Attorney's commission	\$ _____
Interest from <u>6/3/02</u>	\$ _____
TOTAL	<u>\$44,378.67</u> plus costs, interest, expenses, and unpaid taxes

DELAFIELD, McGEE, JONES &  
KAUFFMAN, L.L.P.

Date: 6-04-02

By \_\_\_\_\_

~~Alfred Jones, Jr., Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 10442  
300 S. Allen Street, Suite 300  
State College, PA 16801-4841  
(814) 237-6278~~

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin North 36° 44' West 155 feet from the South corner of the 5.2968 acre plot owned by Battista Cimino, et ux., of which this is a part, on line of Harold Tish and Battista Cimino and White Avenue (unopened); thence from said iron pin on East side of White Avenue (unopened) North 56° 16' East 100 feet to an iron pin on lands of Battista Cimino; thence by other lands of Battista Cimino North 36° 44' West 170 feet to an iron pin; thence still by other lands of Battista Cimino South 53° 16' West, 100 feet to an iron pin of the eastern right-of-way of White Avenue (unopened); thence by same South 36° 44' East 170 feet to the place of beginning. Containing 0.3903 acre.

TOGETHER WITH the easements and rights-of-way set forth in deed of Battista Cimino and Amelia L. Cimino to Nicholas P. Cimino and Doris A. Cimino, husband and wife, recorded in Clearfield County Deed Book 770, Page 259.

BEING the same premises which Battista Cimino and Amelia L. Cimino, husband and wife, by their deed dated August 29, 1978, and recorded in Clearfield County Deed Book 770, Page 259, granted and conveyed unto Nicholas P. Cimino and Doris A. Cimino, his wife, the Mortgagors herein.

UNDER AND SUBJECT, NEVERTHELESS, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, qualifications, limitations and conveyances out as are contained in all prior deeds.

FILED

JUN 10 2002

Mrs. | atty Jones pd \$20.00  
William A. Shaw  
Prothonotary

Lewis Springb

✓  
EAS

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A Lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim for and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

David S. Maholick, Court Administrator  
Clearfield County Courthouse  
P.O. Box 521  
Clearfield, PA 16823  
(814) 765-2641 Ext. 5982

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms & equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be:

(i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):  
\_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption:

in cash;

in kind (specify property):  
\_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ ;

(c) other (specify amount and basis of exemption):  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4909 relating to unsworn falsification to authorities.

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

\_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16823  
Telephone Number - (814) 765-2641, Ext 5986

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against Nicholas P. Cimino and Doris A. Cimino, Defendants, R. R. 1, Box 462 A, 193 Cimino Lane, Osceola Mills, Clearfield County, Pennsylvania;

1. You are directed to levy upon the property of the Defendants and to sell their interest therein as follows:

See Attached Exhibit "A"

3. If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than the named Defendant you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ <u>44,378.67</u>	
Attorney's Commission	\$ _____	
Interest From <u>6/3/02</u>	\$ _____	
TOTAL	\$ <u>44,378.67</u>	plus costs, interest, expenses, and unpaid taxes
Prothonotary Costs:	\$ <u>157.34</u>	

Date: 6-10-02



Prothonotary, Court of Common Pleas of  
Clearfield County, PA

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

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin North 36° 44' West 155 feet from the South corner of the 5.2968 acre plot owned by Battista Cimino, et ux., of which this is a part, on line of Harold Tish and Battista Cimino and White Avenue (unopened); thence from said iron pin on East side of White Avenue (unopened) North 56° 16' East 100 feet to an iron pin on lands of Battista Cimino; thence by other lands of Battista Cimino North 36° 44' West 170 feet to an iron pin; thence still by other lands of Battista Cimino South 53° 16' West, 100 feet to an iron pin of the eastern right-of-way of White Avenue (unopened); thence by same South 36° 44' East 170 feet to the place of beginning. Containing 0.3903 acre.

TOGETHER WITH the easements and rights-of-way set forth in deed of Battista Cimino and Amelia L. Cimino to Nicholas P. Cimino and Doris A. Cimino, husband and wife, recorded in Clearfield County Deed Book 770, Page 259.

BEING the same premises which Battista Cimino and Amelia L. Cimino, husband and wife, by their deed dated August 29, 1978, and recorded in Clearfield County Deed Book 770, Page 259, granted and conveyed unto Nicholas P. Cimino and Doris A. Cimino, his wife, the Mortgagors herein.

UNDER AND SUBJECT, NEVERTHELESS, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, qualifications, limitations and conveyances out as are contained in all prior deeds.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
)  
v. )  
)  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, )  
Defendants )  
) Type of Case:  
) Civil  
)  
) Type of Pleading:  
) Affidavit of Service of  
) Notice of Sheriff's Sale  
)  
) Counsel of Record for this  
) Party:  
)  
) Alfred Jones, Jr., Esq.  
) Supreme Court No. 10442  
)  
) DELAFIELD, McGEE, JONES &  
) KAUFFMAN, L.L.P.  
)  
) 300 S. Allen St., Suite 300  
) State College, PA 16801-4841  
) (814) 237-6278

**FILED**

AUG 06 2002

011:00/11ccatt,  
William A. Shaw  
Prothonotary  
K60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

Alfred Jones, Jr., Esq. being duly sworn according to law,  
deposes and says that he is the attorney for the Plaintiff in the  
above-captioned matter, and that:

1. On July 31, 2002, he did serve the Defendant Nicholas P. Cimino by sending certified mail, return receipt requested, to the Defendant at his last known residence, a true and correct copy of Notice of Sheriff's Sale and that in due course he received from the State College, Pennsylvania, U.S. Post Office the return receipt of such service on August 1, 2002;

2. On July 31, 2002, he did serve the Defendant Doris A. Cimino by sending certified mail, return receipt requested, to the Defendant at her last known residence, a true and correct copy of Notice of Sheriff's Sale and that in due course he received from the State College, Pennsylvania, U.S. Post Office the return receipts of such service on August 1, 2002;

3. On July 31, 2002, she did serve D & H Distributing Co., a creditor, by sending regular mail with a Certificate of Mailing

postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

4. On July 31, 2002, he did serve Clearfield County Tax Claim Bureau, a creditor, by sending regular mail with a Certificate of Mailing postmarked July 31, 2002, to the creditor at its last known address, a true and correct copy of Notice of Sheriff's Sale.

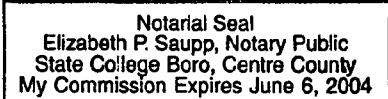
The certified mail return receipts showing delivery to the Defendants and the Certificate of Mailing to the creditor are attached hereto as Exhibit "A."

Sworn to and subscribed  
before me this 5<sup>th</sup> day  
of August, 2002.

Elizabeth P. Saupp

Notary Public

Alfred Jones, Jr., Esq.



Member, Pennsylvania Association of Notaries

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <i>Doris A Cimino</i></p> <p>B. Received by (Printed Name) <i>Doris A Cimino</i></p> <p>C. Date of Delivery <i>8/1/02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No <i>Same</i></p>	
<p>1. Article Addressed to:  Doris A. Cimino 193 Cimino Lane R.R. 1, Box 462A Osceola Mills, PA 16666</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>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, August 2001      Domestic Return Receipt      102595-01-M-2509

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <i>Doris A Cimino</i></p> <p>B. Received by (Printed Name) <i>Doris A Cimino</i></p> <p>C. Date of Delivery <i>8/1/02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No <i>Same</i></p>	
<p>1. Article Addressed to:  Nicholas P. Cimino 193 Cimino Lane R.R. 1, Box 462 Osceola Mills, PA 16666</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>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, August 2001      Domestic Return Receipt      102595-01-M-2509

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		STAY U.S. POSTAL SERVICE 0000 2002 05/08/88	
Alfred Jones, Jr., Esq.		U.S. POSTAGE PAID STATE COLLEGE, PA 16801 JUL 31 1982 AMOUNT	
Delafield, McGee, Jones & Kauff 300 S. Allen St., Ste. 300 State College, PA 16801-4841		\$0.90 00043697-03	
One piece of ordinary mail addressed to:			
D & H Distributing Co. P.O. Box 5967 2525 North Seventh Street Harrisburg, PA 17110			

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		STAY U.S. POSTAL SERVICE 0000 2002 05/08/88	
Alfred Jones, Jr., Esq.		U.S. POSTAGE PAID STATE COLLEGE, PA 16801 JUL 31 1982 AMOUNT	
Delafield, McGee, Jones & Kauff 300 South Allen Street, Suite 300 State College, PA 16801-4841		\$0.90 00043697-03	
One piece of ordinary mail addressed to:			
Clearfield County Tax Claim Bure Clearfield County Courthouse Clearfield, PA 16830			

PS Form 3817, Mar. 1989

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12800

RELIANCE SAVINGS BANK

02-642-CD

VS.

CIMINO, NICHOLAS P.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JULY 30, 2002 AT 7:37 P.M. A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS NICHOLAS AND DORIS CIMINO. THE PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, SEPTEMBER 6, 2002 AT 10:00 A.M. O'CLOCK.

NOW, JULY 30, 2002 AT 7:37 P.M. SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NICHOLAS P. CIMINO, DEFENDANT AT HIS PLACE OF RESIDENCE, R. R. #1, BOX 462A, 193 COMINO LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666 BY HANDING TO NICHOLAS P. CIMINO, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THREOREOF.

NOW, JULY 30, 2002 AT 7:37 P.M. SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON DORIS A. CIMINO, DEFENDANT, AT HER PLACE OF RESIDENCE, R.R. #1, BOX 462a, 193 CIMINO LANE, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, 16666 BY HANDING TO DORIS A. CIMINO, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 6, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 16, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, SEPTEMBER 23, 2002 RECEIVED CHECK FROM ATTORNEY FOR COSTS.

**FILED**

01:58 PM  
OCT 25 2002  
EPT

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12800

RELIANCE SAVINGS BANK

02-642-CD

VS.  
CIMINO, NICHOLAS P.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, OCTOBER 24, 2002 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK .

NOW, OCTOBER 25, 2002, RETURNED WRIT AS SALE BEING HELD. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

DEED FILED OCTOBER 25, 2002.

SHERIFF HAWKINS \$226.81

SURCHARGE \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

25<sup>th</sup> Day Of October 2002

Walt Hawkins

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

So Answers,

*Chester Hawkins*  
In: Cynthia Butler Augenthaler  
Chester A. Hawkins  
Sheriff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      CIMINO      NO.      02-642-CD

NOW,      SEPT. 6, 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      6TH      day of      SEPT.      2002, I exposed the within described real estate of      NICHOLAS P. CIMINO AND DORIS A. CIMINO to public venue or outcry at which time and place I sold the same to      RELIANCE SAVINGS BANK he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	13.00
LEVY	15.00
MIELAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>226.81</b>

**DEBIT & INTEREST:**

DEBT-AMOUNT DUE	44,378.67
INTEREST FROM 6/3/02	
TO BE ADDED	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>44,378.67</b>
COSTS:	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	357.21
LATE CHARGES & FEES	
TAXES - collector	1,342.95
TAXES - tax claim	1,490.46
DUE	
COST OF SUIT -TO BE ADDED	
LIEN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	18.50
ATTORNEY COMMISSION	
SHERIFF COSTS	226.81
LEGAL JOURNAL AD	180.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	157.34
MORTGAGE SEARCH	40.00
<b>SATISFACTION FEE</b>	
<b>ESCROW DEFICIENCY</b>	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>3,918.27</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	18.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>18.50</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE**.

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A Lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

1. Fill out the attached claim for and demand for a prompt hearing.
2. Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

David S. Maholick, Court Administrator  
Clearfield County Courthouse  
P.O. Box 521  
Clearfield, PA 16823  
(814) 765-2641 Ext. 5982

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms & equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be:

(i) set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):  
\_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption:

in cash;  
 in kind (specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ ;

(c) other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4909 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_  
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16823  
Telephone Number - (814) 765-2641, Ext 5986

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

RELIANCE SAVINGS BANK, )  
Plaintiff ) No. 02-642-CD  
 )  
vs. )  
 )  
NICHOLAS P. CIMINO and )  
DORIS A. CIMINO, ) IN MORTGAGE FORECLOSURE  
Defendants )

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against Nicholas P. Cimino and Doris A. Cimino, Defendants, R. R. 1, Box 462 A, 193 Cimino Lane, Osceola Mills, Clearfield County, Pennsylvania;

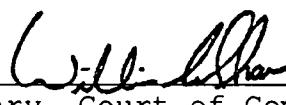
1. You are directed to levy upon the property of the Defendants and to sell their interest therein as follows:

See Attached Exhibit "A"

3. If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than the named Defendant you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount Due	\$ 44,378.67	
Attorney's Commission	\$ _____	
Interest From <u>6/3/02</u>	\$ _____	
TOTAL	\$ 44,378.67	plus costs, interest, expenses, and unpaid taxes
Prothonotary Costs:	\$ 157.34	

Date: 6/10/02



Prothonotary, Court of Common Pleas of  
Clearfield County, PA

Received 6/10/02 @ 1:30 P.M.

Chester C. Hawkin

By: \_\_\_\_\_  
By Cynthia Butler-Aughbaugh

Deputy

ALL that certain piece, parcel or tract of land situate and lying in Decatur Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin North 36° 44' West 155 feet from the South corner of the 5.2968 acre plot owned by Battista Cimino, et ux., of which this is a part, on line of Harold Tish and Battista Cimino and White Avenue (unopened); thence from said iron pin on East side of White Avenue (unopened) North 56° 16' East 100 feet to an iron pin on lands of Battista Cimino; thence by other lands of Battista Cimino North 36° 44' West 170 feet to an iron pin; thence still by other lands of Battista Cimino South 53° 16' West, 100 feet to an iron pin of the eastern right-of-way of White Avenue(unopened); thence by same South 36° 44' East 170 feet to the place of beginning. Containing 0.3903 acre.

TOGETHER WITH the easements and rights-of-way set forth in deed of Battista Cimino and Amelia L. Cimino to Nicholas P. Cimino and Doris A. Cimino, husband and wife, recorded in Clearfield County Deed Book 770, Page 259.

BEING the same premises which Battista Cimino and Amelia L. Cimino, husband and wife, by their deed dated August 29, 1978, and recorded in Clearfield County Deed Book 770, Page 259, granted and conveyed unto Nicholas P. Cimino and Doris A. Cimino, his wife, the Mortgagors herein.

UNDER AND SUBJECT, NEVERTHELESS, to such express and/or implied exceptions, reservations, conditions, easements, covenants, restrictions, qualifications, limitations and conveyances out as are contained in all prior deeds.