

02-806-CD  
NATIONAL CITY BANK OF "vs" MARTHA L. KELLEY  
PENNSYLVANIA et al

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

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

Plaintiff

vs.

No. 02-806-CO

COMPLAINT IN MORTGAGE FORECLOSURE

MARTHA L. KELLEY

Defendant

**FILED**

MAY 20 2002

William A. Shaw  
Prothonotary

CERTIFICATE OF ADDRESS:  
405 E. LOCUST STREET  
BOROUGH OF CLEARFIELD  
PARCEL NO. #08-217-00061

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

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

F0010816  
BERNSTEIN FILE NO. **[REDACTED]**

NOTICE

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

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

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

Plaintiff

vs.

No.

MARTHA L. KELLEY

Defendant

NOTICE AND COMPLAINT

NOTICE

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

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

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

COMPLAINT

1. National City Bank of Pennsylvania, successor in interest to Keystone National Bank, is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio and is hereinafter referred to as "Plaintiff".
2. Defendant is an adult individual who resides at 405 E. Locust Street, Clearfield, CLEARFIELD County, Pennsylvania 16830.
3. On or about December 4, 1989 Defendant executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendant. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1316, Page 523. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendant executed and delivered to Plaintiff a Note, a copy of which is attached hereto, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendant agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

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

7. On or about March 21, 2002 Notice of Homeowner's Emergency Act of 1983 was sent to Defendant in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notices Further advised Defendant of Defendant's rights and obligations in accordance with said Acts. A copy of said notice is attached hereto marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$15,367.85.

9. Plaintiff is entitled to interest at the rate of 10 percent per annum. Interest due from November 1, 2001 through and including May 31, 2002 amounts to \$730.17.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently is \$3,370.42.

12. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$85.08 as of May 31, 2002.

13. By the terms of the aforementioned mortgage, Plaintiff is entitled to collect its reasonable attorneys' fees, which currently are \$850.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

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

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendant in the amount of \$20,403.52 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire

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

**BERNSTEIN FILE NO. F0010816**

agriculture

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MAGNETA L. 1711

INTRODUCTION

Premises - 405 Locust Street  
Clearfield, Pennsylvania 16830

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on 4th December  
1989. The mortgagor is MARTHA L. KERLEY, 518 Elm Avenue, Rear, Clearfield, PA 16830,  
("Borrower"). This Security Instrument is given to KEYSTONE NATIONAL BANK,  
which is organized and existing  
under the laws of the Commonwealth of Pennsylvania, and whose address is Box 4000, P.O. Box 4000, Punxsutawney, PA 15767,  
("Lender").  
Borrower owes Lender the principal sum of Twenty-four thousand  
Dollars (U.S. \$24,000.00). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on January 1, 2010. This Security Instrument  
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in Clearfield, Clearfield, Pennsylvania.

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Line of Locust Street, fifty-seven (57) feet east from  
Fourth Street; thence east by Line of Locust Street thirty-eight (38) feet, more or  
less, to a private alley, (expressly for the use of this lot and two lots south  
of it) to a post; thence by said alley, south ninety-four (94) feet to a stake or  
mark on fence by adjoining lot; thence west thirty-eight (38) feet, more or less,  
to a stake; thence north by lot of H.C. Youngman ninety-four (94) feet to the  
post, and place of beginning.

BEING the same premises conveyed to Martha L. Kelley from Clair J. Little and Elizabeth A. Little by deed of even date herewith and intended to be recorded together with this mortgage.

which has the address of 405 East Locust Street, Clearfield  
Pennsylvania 16830. (The Post Office Box number is  
[Redacted] ("Property Address")

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

# EXHIBIT /

1316/aci 524

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

Witnesses:

*Pete A. Liss*

*Marttha L. Kelley*

MARTHA L. KELLEY

(Bsm)

Borrower

(Bsm)

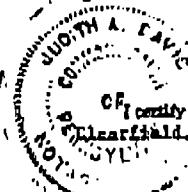
Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield, County:

On this, the 14th day of December, 1989, before me, the undersigned officer, personally appeared MARTHA L. KELLEY, known to me to be satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

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

My Commission expires:



I certify that the precise place of business of the within named Mortgagor is 1200 Old Town Road, Clearfield, Pennsylvania, 16830.

Recorded in the Office for Recording of Deeds in and for Clearfield County  
In Deed Book No. 1316 Page 5 on 12-5-89 Recorded by Michael R. Lytle

CLEARFIELD COUNTY  
ENTERED OF RECORD 2-5-89  
Time 2:08 PM  
By Michael R. Lytle  
Rec'd by Michael R. Lytle  
Clerk of C. L. No. Recorder

My Commission expires  
First Monday in January 1992

Entered of Record 12-5-89 2:08 PM Michael R. Lytle, Recorder

## NOTE

December 5, 1989

Clearfield, Pennsylvania  
(City) (State)

405 East Locust Street, Clearfield, Pennsylvania 16830  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$24,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Keystone National Bank with its principal office in the Borough of Punxsutawney, Jefferson County, PA. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

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

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

### 3. PAYMENTS

#### (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1, 1990. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any Keystone National Bank or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$231.61.

### 4. BORROWER'S RIGHT TO PREPAY

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

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

### 5. LOAN CHARGES

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

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

#### (A) Late Charge for Overdue Payments

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

#### (B) Default

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

#### (C) Notice of Default

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

#### (D) No Waiver By Note Holder

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

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

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

### 7. GIVING OF NOTICES

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

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

EXHIBIT 2

PAGE 1 OF 2 PAGES

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Martha L. Kelley* ..... (Seal)  
MARTHA L. KELLEY ..... Borrower

*Thomas H. Price, Jr.* ..... (Seal)  
THOMAS H. PRICE, JR. ..... Borrower

*Elma R. Price* ..... (Seal)  
ELMA R. PRICE ..... Borrower

*[Sign Original Only]*

# National City® Mortgage

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

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

March 21, 2002

Martha L Kelley  
405 E Locust St  
Clearfield PA 16830

Loan No. 844387-4

Current Servicer: National City Mortgage

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

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

405 E Locust St  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
12/01/2001 - 03/01/2002  
and the following amount(s) are now past due:

Monthly Payments	1,417.84
Late Charges	37.04
Other Fees	25.20
Less Suspense Balance	.00-
Total Due	1,480.08

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

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

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,480.08, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

National City Mortgage  
Attn: Customer Counseling Department  
3232 Newmark Dr.  
Miamisburg, OH 45342

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

**EXHIBIT 3**

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

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

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

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

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

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

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:** Name of Lender: National City Mortgage

**Address:** 3232 Newmark Dr. Miamisburg OH 45342

**Phone Number:** 1-800-523-8654 **Fax Number:** (937) 910-4057

**Contact Person:** COLLECTIONS DEPT.

**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 furnishing and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** – You may or may not be able to 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. For additional information please contact the Collection Dept.

**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 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.

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

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	<b>BLAIR COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412)281-2102 or 1 (800) 792-2801 FAX (412)-391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5865
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warrminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6332	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

<b>Housing Opportunities, Inc.</b> 650 Corporate St., Suite 207 McKeesport, PA 15132 (412) 664-1590 FAX (412) 664-0873	<b>CCCS of Lehigh Valley</b> 3671 Crescent Court East Whitehall PA 18052 610-821-4011 or 800-220-2733 570 & 814 only for 800# FAX (610) 821-0137	<b>HACE</b> 167 W. Allegheny Ave, 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122 Community Housing Counseling Inc P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	<b>CCCS of Northeastern PA</b> 1631 S Atherton St., Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669
<b>Mon-Valley Unemployed Committee</b> 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964	<b>CCCS of Northeastern Pennsylvania</b> 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>Media Fellowship House</b> 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	<b>CCCS of Western PA</b> 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
<b>Housing Opportunities Inc.</b> 133 Seventh Street P.O. Box 9 McKeesport, PA 15134 (412) 664-1906 FAX (412) 664-0873	<b>31 W. Market St.</b> Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	<b>Phila Council For Community Adv</b> 100 North 17th Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	<b>CLINTON COUNTY</b> Lycoming-Clinton Counties Commission For Community Action (STEP) 2138 Lincoln Street P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (570) 322-2197
<b>Credit Counselors of PA</b> 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	<b>9 South 7th Street</b> Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>Tabor Community Services, Inc.</b> 439 E. King Street Lancaster, PA 17602 (717) 397-5182 OR 1-800-788-5062 (H.O.only) FAX (717) 399-4127	<b>CCCS of Northeastern PA</b> 1631 S Atherton St., Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669
<b>CAMBRIA COUNTY</b> <b>Bedford-Fulton Housing Services</b> R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>Commission on Economics Opportunity of Luzerne County</b> 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665—CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	<b>Community Devel. Corp. of Franklin Group Ministry</b> 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>CCCS of Northeastern PA</b> 201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
<b>Indiana County Community Action Program</b> 827 Water Street, Box 187 Indiana, PA 15701 (412) 465-2657 FAX (412) 465-5118	<b>CENTRE COUNTY</b> <b>CCCS of Western Pennsylvania, Inc.</b> 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747	<b>American Red Cross of Chester</b> 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484	<b>COLUMBIA COUNTY</b> <b>CCCS of Northeastern Pennsylvania</b> 31 W. Market Street P.O. Box 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785
<b>Keystone Econ Development Corp.</b> 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	<b>Lycoming-Clinton Co Comm For Community Action (STEP)</b> 2138 Lincoln Street P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (570) 322-2197	<b>CCCS of Delaware Valley</b> Marshall Building 790 E. Market St., Suite 215 West Chester, PA 19382 (215) 563-5665	<b>1400 Abington Executive Park, Suite1</b> Clarks Summit, PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135
<b>CCCS of Western PA</b> 219-A College Park Plaza Johnstown PA 15904 (814) 539-8335	<b>CCCS of Northeastern PA</b> 1631 S. Atherton St., Suite 100 State College PA 16801 (814) 238-3668 FAX (814) 238-3669	<b>American Credit Counseling Institute</b> 845 Coates St. Coatesville PA 19320 (888) 212-6741 144 E. Dekalb Pike	<b>Commission on Economics Opportunity of Luzerne County</b> 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665—CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK
<b>Tableland Services, Inc.</b> 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	<b>CCCS of Northeastern PA</b> 201 Basin Street Williamsport, PA 17703 (570) 326-0587 FAX (570) 322-2197	<b>King of Prussia, PA 19406</b> (610) 971-2210 FAX (610) 265-4814	<b>CRAWFORD COUNTY</b> Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749
<b>CAMERON COUNTY</b> <b>Northern Tier Community Action Corp.</b> P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	<b>CCCS of Northeastern PA</b> 201 Basin Street Williamsport, PA 17703 (570) 326-0587 FAX (570) 322-2197	<b>CLARION COUNTY</b> <b>CCCS of Western Pennsylvania, Inc.</b> YMCA Building 339 North Washington Street Butler, PA 16001 (412) 282-7812	<b>Greater Erie Community Action Committee</b> 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
<b>CCCS of Western PA</b> 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	<b>CHESTER COUNTY</b> <b>Acorn Housing Corporation</b> 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>CLEARFIELD COUNTY</b> <b>Keystone Economic Development Corporation</b> 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	<b>John F. Kennedy Center, Inc.</b> 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
<b>CCCS of Western PA</b> 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747	<b>Northwest Counseling Services</b> 5001 N. Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>Indiana Co. Community Action Program</b> 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118	<b>Shenango Valley Urban League, Inc.</b> 601 Indiana Avenue Farrell, PA 16121 (412) 981-5310
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Community Action Commission of  
The Capital Region  
1514 Derry Street  
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**PHILADELPHIA COUNTY**  
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CCCS of Delaware Valley  
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Housing Association of Delaware  
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**PIKE COUNTY**  
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CCCS of Western Pennsylvania, Inc.  
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**WARREN COUNTY**  
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Warren-Forrest Counties Economic Opportunity Council  
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Warren, PA 16365  
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FAX (814) 723-0510

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Community Action Southwest  
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#2 Garden Center Drive  
Greensburg, PA 15601

CCCS of Western Pennsylvania, Inc.  
53 N. College Street  
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Housing Opportunities, Inc.  
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McKeesport, PA 15132  
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Mon-Valley Unemployed Committee  
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Homestead, PA 15120  
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FAX (412) 462-996

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Tableland Services Inc.  
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912 South George Street  
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Adams County Housing Authority  
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Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
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CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
(717) 846-4176

Tabor Community Services, Inc.  
439 E. King Street  
Lancaster, PA 17602  
(717) 397-5182 OR 1-800-788-5062  
FAX (717) 399-4127

**LAWRENCE COUNTY**  
CCCS of Western Pennsylvania  
1st Federal Plaza-Suite 406  
North Mill Street  
New Castle, PA 16101  
(724) 652-8074

312 Chestnut Street, Suite 227  
Meadville PA 16335  
(814) 333-8570  
Shenango Valley Urban League, Inc.

601 Indiana Avenue  
Farrell, PA 16121  
(724) 981-5310

Housing Opportunities of Beaver  
County  
650 Corporation St., Suite 207  
Beaver, PA 15009  
(724) 728-7202  
FAX (412) 728-7202

**LEBANON COUNTY**  
Economic Opportunity Cabinet of  
Schuylkill County  
225 North Centre Street  
Pottsville, PA 17901  
(570) 622-1995  
FAX (570) 622-0429

Tabor Community Services, Inc  
439 E. King Street  
Lancaster, PA 17602  
(717) 397-5182 OR 1-800-788-5062  
FAX (717) 399-4127

**LEHIGH COUNTY**  
CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
(610) 821-4011 OR 1-800-220-2733  
(570) & (814) ONLY  
FAX (610) 821-8932  
Economic Opport Cabinet of  
Schuylkill Co  
225 North Centre Street  
Pottsville, PA 17901  
(570) 622-1995  
FAX (570) 622-0429

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

1400 Abington Executive Park  
Suite 1  
Clarks Summitt, PA 18411  
(570) 587-8163 or 800-922-9537  
FAX (570) 587-9134/9135  
Comm. on Econ Opportunity of  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, Pennsylvania 18702  
(570) 826-0510 OR 1-800-822-0359  
FAX (570) 829-1665—CALL BEFORE  
FAXING  
(570) 455-4994 HAZELTON  
FAX (570) 455-5631—CALL BEFORE  
FAXING  
(570) 836-4090 TUNKHANNOCK

EOC of Schuylkill County  
225 North Centre Street  
Pottsville, PA 17901  
(570) 622-1995  
FAX (570) 622-0429

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

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

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

Lycoming-Clinton Counties  
Commission For Community Action  
(STEP)  
2138 Lincoln Street  
P.O. Box 1328  
Williamsport, PA 17703  
(570) 326-0587  
FAX (570) 322-2197

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

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

**MERCER COUNTY**  
Shenango Valley Urban League, Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
(724) 981-5310

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

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

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

CCCS of Northeastern PA  
1631 S Atherton St  
Suite 100  
State College PA 16801  
(814) 238-3668  
FAX (814) 238-3669

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

1400 Abington Executive Park  
Suite 1  
Clarks Summitt PA 18411  
(570) 587-9163 or 800-922-9537  
FAX (570) 587-9134/9135  
9 South 7th Street  
Stroudsburg PA 18360  
(570) 420-8980 or 800-922-9537  
FAX (570) 420-8981

Comm on Econ Opp of Luzerne  
County  
163 Amber Lane  
Wilkes-Barre, PA 18702  
(570) 826-0510 OR 1-800-822-0359  
FAX (570) 829-1665—CALL BEFORE  
FAXING  
(570) 455-4994 HAZELTON  
FAX (570) 455-5631—CALL BEFORE  
FAXING  
(570) 836-4090 TUNKHANNOCK

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

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

CCCS of Delaware Valley  
Norristown Business Center  
190 W. Germantown Pike, Suite 140  
Norristown PA 19401  
(215) 563-5665

Community Action Development  
Comm  
701 DeKalb Street  
Norristown, PA 19401  
(610) 277-6363  
FAX (610) 277-2123

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

Community Housing Counselors Inc  
P.O. Box 244  
Kennett Square, PA 19348  
(215) 444-3682  
FAX (215) 444-8243

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

**PHILA COUNCIL FOR COMMUNITY  
ADVMT**  
100 North 17th Street, Suite 600  
Philadelphia, PA 19103  
(215) 567-7803  
FAX (215) 963-9941

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

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

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

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

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

**NORTHAMPTON COUNTY**  
CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
(610) 821-4011 OR 1-800-220-2733  
(717) & (814) ONLY  
FAX (610) 821-8932

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

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

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

Economic Opportunity Cabinet of  
Schuylkill County  
225 North Centre Street  
Pottsville, PA 17901  
(570) 622-1995  
FAX (570) 622-0429

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

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

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

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he is Phillip J. Cobb of National City Bank of Pennsylvania, Plaintiff herein, that he is duly authorized to make this Verification and that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his knowledge, information and belief.



---

**PHILLIP J. COBB**  
Authorized Signer

(Please sign in blue ink)

**FILED**

MAY 20 2002

Det. M. 241 (Lathe & Cosen)  
William A. Shaw  
Prothonotary  
pd \$80.00

LL Shaw

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12548

NATIONAL CITY BANK OF PENNSYLVANIA

02-806-CD

VS.  
KELLEY, MARTHA L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MAY 20, 2002 AT 3:30 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARTHA L. KELLEY, DEFENDANT AT EMPLOYMENT, CLEARFIELD COUNTY COURTHOUSE, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARTHA L. KELLEY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: GRASSO

---

Return Costs

Cost	Description
19.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

MAY 29 2002

01/147 pm

William A. Shaw  
Prothonotary

So Answers,

*Chester A. Hawkins*  
Chester A. Hawkins

Sheriff

Sworn to Before Me This

29th Day Of May 2002

William A. Shaw

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

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

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

Plaintiff(s) No. 02-806-CD

vs.

MARTHA L. KELLEY  
Defendant

PRAECIPE FOR DEFAULT JUDGMENT  
FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

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

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. F0010816

NOTICE

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

**FILED** Atty pd.20.00  
m14:12 6/1 Notice to Def  
JUL 08 2002 Statement to  
Atty  
*[Handwritten signatures and initials over the stamp]*

William A. Shaw  
Prothonotary  
*[Handwritten signatures and initials over the signature]*

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

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

Plaintiff

vs.

MARTHA L. KELLEY  
Defendant

Civil Action No. 02-806-CD

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$21,139.76, plus continuing late charges, escrow and corporate advances and interest at the rate of 10% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$20,403.52
Interest from 6/1/02 through 7/3/02	\$ 136.64
Late charges through 7/3/02	\$ 14.18
Escrow and corporate advances through 7/3/02	\$ 585.42
 TOTAL	 \$21,139.76

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

BERNSTEIN LAW FIRM, P.C.

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

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue, Pittsburgh, PA 15222  
Defendant: 405 E. Locust Street Clearfield, PA 16830

**COPY**

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

Your are hereby notified that the  
following Order or Judgment was  
entered against you on 7-8-02.

(xx) Assumpsit Judgment in the amount  
of \$21,139.76 plus costs.  
( ) Trespass Judgment in the amount  
of \$ \_\_\_\_\_ plus costs.  
( ) If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA  
(xx) Entry of Judgment of  
     Court Order  
     Non-Pros  
     Confession  
     Default  
     Verdict  
     Arbitration  
        Award

Prothonotary

By: Willie L. Sharpe  
PROTHONOTARY (OR DEPUTY)

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

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

Plaintiff

vs.

Civil Action No. 01-1917-GD

MARTHA L. KELLEY

Defendant

**IMPORTANT NOTICE**

TO: MARTHA L. KELLEY  
405 E. LOCUST STREET  
CLEARFIELD, PA 16830

Date of Notice: JUNE 19, 2002

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

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

BERNSTEIN LAW FIRM, P.C.

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

VERIFICATION

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

John W. McKeel

# COPY

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

National City Bank of Pennsylvania  
sucesor in Interest to Keystone National Bank  
Plaintiff(s)

No.: 2002-00806-CD

Real Debt: \$21,139.76

Atty's Comm:

Vs.

Costs: \$

Int. From:

Martha L. Kelley  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 8, 2002

Expires: July 8, 2007

Certified from the record this 8th day of July, 2002.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

PRAECIPE FOR WRIT  
OF EXECUTION  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

CERTIFICATE OF ADDRESS  
405 E. Locust Street  
Clearfield Borough  
Tax Parcel #08-217-00061

BERNSTEIN FILE NO. F0010816

**FILED** Atty ad  
2000  
M 12/4/01 SLP 30 2002  
Lewnts w/prop. descr.  
to shft  
Icc shft  
William A. Shaw  
Prothonotary  
E. K. E. B.

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

## PRAECIPE FOR WRIT OF EXECUTION

## To the Prothonotary:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against MARTHA L. KELLEY Defendant:

3. JUDGMENT \$21,139.76

Interest from 7/04/02 to 9/30/02 \$ 380.03

Late charges from 7/04/02 to 9/30/02 \$ 42.54

SUBTOTAL: \$21,562.33

Costs (to be added by Prothonotary): \$ 149.00

Date: 9-24-02

BERNSTEIN LAW FIRM, P.C.

Lori A. Gibson  
Attorney for Plaintiff(s)  
1133 Penn Avenue  
Pittsburgh, PA 15222  
**BERNSTEIN FILE NO.**

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley of, in and to

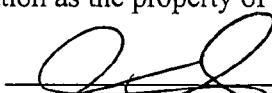
ALL THAT CERTAIN lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of Locust Street, fifty-seven (57) feet east from Fourth Street; thence east by line of Locust Street Thirty-eight (38) feet, more or less, to a private alley, (expressly for the use of this lot and two lots south of it) to a post; thence by said alley, south ninety four (94) feet to a stake or mark on fence by adjoining lot; thence west thirty-eight (38) feet, more or less, to a stake; thence north by lot of B.C. Youngman ninety-four (94) feet to the post, and place of beginning.

Tax Parcel No. 08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.



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

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

AFFIDAVIT OF COMPLIANCE  
WITH ACT 91

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL (412) 456-8111

**BERNSTEIN FILE NO. F0010816**

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

AFFIDAVIT OF COMPLIANCE WITH ACT 91

COMMONWEALTH OF PENNSYLVANIA )  
(SS:  
COUNTY OF ALLEGHENY )

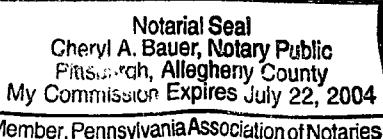
Before me, the undersigned authority, personally appeared Lori A. Gibson, Esquire, who,  
being duly sworn according to law, deposes and says that:

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

  
\_\_\_\_\_  
Lori A. Gibson, Esquire

Sworn to and subscribed  
before me this 24th day  
of Sept, 2002

Cheryl A. Bauer  
Notary Public



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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

NOTICE TO DEFENDANTS

TO: Martha L. Kelley  
405 E. Locust Street  
Clearfield, PA 16830

Your house at 405 E. Locust Street, Clearfield, PA 16830 is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_ at \_\_\_\_\_ A.M./P.M. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the Court Judgment of \$21,139.76 obtained by NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

NOTICE OF OWNER'S RIGHTS

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

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

1. The Sale will be cancelled if you pay to National City Bank the back payments, late charges costs and reasonable attorneys fees due. To find out how much you must pay, you may call Bernstein Law Firm, P.C. at 412-456-8100.
2. You may be able to stop the sale by filing a Petition asking the Court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the Sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See Notice on Page Two on how to obtain an attorney).

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

1. **IF** the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (412) 456-8100.

2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the value of your property.

3. The Sale will go through only if the buyer pays the Sheriff the full amount due in the Sale. To find out if this has happened you may call (412) 456-8100.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A Schedule of Distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days of the sale date. This Schedule will state who will be receiving that money. The money will be paid out in accordance with this Schedule unless exceptions (reasons why the proposed Distribution is wrong) are filed with the Sheriff within ten (10) days after the date on which the Schedule of Distribution is filed.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the Sale.

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

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

**NOTICE**

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

BERNSTEIN LAW FIRM, P.C.  
1133 PENN AVENUE  
PITTSBURGH, PA 15222  
(412) 456-8100

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley of, in and to

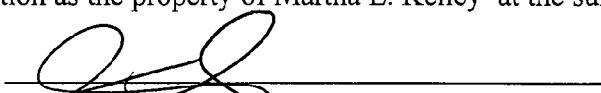
ALL THAT CERTAIN lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of Locust Street, fifty-seven (57) feet east from Fourth Street; thence east by line of Locust Street Thirty-eight (38) feet, more or less, to a private alley, (expressly for the use of this lot and two lots south of it) to a post; thence by said alley, south ninety four (94) feet to a stake or mark on fence by adjoining lot; thence west thirty-eight (38) feet, more or less, to a stake; thence north by lot of B.C. Youngman ninety-four (94) feet to the post, and place of beginning.

Tax Parcel No. 08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.



Attorney for Plaintiff

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

AFFIDAVIT OF LAST KNOWN  
ADDRESS

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

DIRECT DIAL (412) 456-8111  
**BERNSTEIN FILE NO. F0010816**

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

**AFFIDAVIT OF LAST KNOWN ADDRESS**

COMMONWEALTH OF PENNSYLVANIA )  
(SS:  
COUNTY OF ALLEGHENY )

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

1. She is the attorney for the Plaintiff:
2. The last known address of the Defendant is 405 E. Locust Street, Clearfield, PA 16830
3. The Defendant is owner of the real estate which the Plaintiff seeks to execute upon.

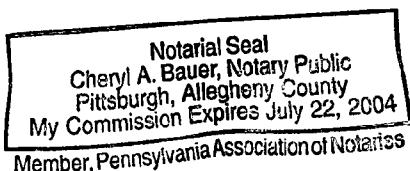
  
Lori A. Gibson, Esquire

Sworn to and subscribed  
before me this 24<sup>th</sup> day

of Sept., 2002

Cheryl A Bauer

Notary Public



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

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

**COPY**

Vs.

NO.: 2002-00806-CD

Martha L. Kelley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to KEYSTONE NATIONAL BANK, Plaintiff(s) from MARTHA L. KELLEY, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$21,139.76  
INTEREST from 7/04/02 to 9/30/02: \$380.03  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
LATE CHARGES from 7/04/02 to 9/30/02: \$42.54  
DATE: 09/30/2002

PAID: \$149.00  
SHERIFF: \$  
OTHER COSTS: \$

---

William A. Shaw  
Prothonotary/Clerk Civil Division

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

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

Sheriff

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

DEED DESCRIPTION

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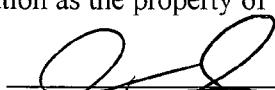
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Tax Parcel No. 08-217-00061

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Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in interest to  
KEYSTONE NATIONAL BANK

Plaintiff  
vs.

Civil Action No. 02-806-CD

MARTHA L KELLEY

Defendant

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

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

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

DIRECT DIAL: (412) 456-8100  
**BERNSTEIN FILE NO. F0010816**

NOTICE

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

**FILED**

NOV 15 2002

William A. Shaw  
Prothonotary

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

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

Plaintiff,

vs.

Civil Action No.02-806 CD

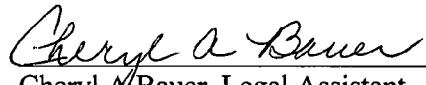
MARTHA L KELLEY

Defendants.

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

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendant on November 5, 2002 which was received by Defendant on November 9, 2002 as evidenced by Certified Mail Receipts Nos. 7002 2030 0002 1958 4775, attached hereto as Exhibit "A".

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

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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<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>Matthew L. Kelley</i></p> <p>B. Received by / Printed Name) <i>Matthew L. Kelley</i></p> <p>C. Date of Delivery <i>10-13-02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><i>Matthew L. Kelley 405 E. Locust St. Champaign, IL 61820</i></p> <p><i>10-13-02</i></p> <p><i>Matthew L. Kelley</i></p> <p><input checked="" type="checkbox"/> Service by Mail</p> <p><input type="checkbox"/> Certified Mail</p> <p><input type="checkbox"/> Registered Mail</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/></p>	
		<p>7 0 0 2 2 0 3 0 0 0 0 2 1 9 5 8 4 7 7 5</p>	
		<p>PS Form 3800, June 2002 See Reverse for Instructions</p>	
		<p>PS Form 3811, August 2001 Domestic Return Receipt</p>	
		<p>102595-02-M-1035</p>	

U.S. POSTAL SERVICE™ CERTIFIED MAIL RECEIPT		DOMESTIC MAIL RECEIPT	
<p>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p> <p>(Domestic Mail Only; No Insurance Coverage Provided)</p>			
<p>POSTAGE \$ 3.75 CERTIFIED MAIL RECEIPT 2002 POSTMASTER HERE RECEIVED NOV 5 2002 PA. GRANT ST. STA. WINDOW</p>		<p>POSTAGE \$ 3.75 CERTIFIED MAIL RECEIPT 2002 POSTMASTER HERE RECEIVED NOV 5 2002 PA. GRANT ST. STA. WINDOW</p>	
<p>Postage \$ 3.75 Certified Mail Fee 0.30 1.00 4.00</p>		<p>Postage \$ 3.75 Certified Mail Fee 0.30 1.00 4.00</p>	
<p>Return Receipt Fee (\$0.25) Endorsement Required (\$0.25)</p>		<p>Return Receipt Fee (\$0.25) Endorsement Required (\$0.25)</p>	
<p>Restricted Delivery Fee (\$0.25)</p>		<p>Restricted Delivery Fee (\$0.25)</p>	
<p>Total Postage &amp; Fees \$ 4.40</p>		<p>Total Postage &amp; Fees \$ 4.40</p>	
<p>Street, Apt. No. or P.O. Box No.</p>		<p>Street, Apt. No. or P.O. Box No.</p>	
<p>City, State, Zip or Zip+4</p>		<p>City, State, Zip or Zip+4</p>	
<p>Sent To <i>Matthew L. Kelley</i></p>		<p>Sent To <i>Matthew L. Kelley</i></p>	



FILED  
cc  
Atty  
M 11:03 AM  
NOV 15 2002  
KES

William A. Shaw  
Prothonotary

Date: 02/03/2003

**Clearfield County Court of Common Pleas**

User: DGREGG

Time: 02:06 PM

**ROA Report**

Page 1 of 1

Case: 2002-00806-CD

Current Judge: No Judge

National City Bank of Pennsylvania, Keystone National Bank vs. Martha L. Kelley

Mortgage Foreclosures

Date	Judge	
05/20/2002	<input checked="" type="checkbox"/> Filing: Complaint in Mortgage Foreclosure Paid by: National City Bank of Pennsylvania (plaintiff) Receipt number: 1842833 Dated: 05/20/2002 Amount: \$80.00 (Check) Property is located in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania. One CC Sheriff	No Judge
05/29/2002	<input checked="" type="checkbox"/> Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
07/08/2002	<input checked="" type="checkbox"/> Filing: Praeclipe for Default Judgment Paid by: Gibson, Lori A. (attorney for National City Bank of Pennsylvania) Receipt number: 1845079 Dated: 07/08/2002 Amount: \$20.00 (Check) Judgment is entered in favor of the Plaintiff and against the Defendant in the sum of \$21,139.76. Notice to the Defendant	No Judge
09/30/2002	<input checked="" type="checkbox"/> Filing: Praeclipe for Writ of Execution / Possession Paid by: Gibson, Lori A. No Judge (attorney for National City Bank of Pennsylvania) Receipt number: 1849061 Dated: 09/30/2002 Amount: \$20.00 (Check) 1 cc Sheriff 6 Writs w/Prop. Desc. to Sheriff	No Judge
11/15/2002	<input checked="" type="checkbox"/> Verification of Service of Notice of Sale to Defendants and Lien Creditors. filed by s/Cheryl A. Bauer, Legal Assistant 1 cc atty	No Judge

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

Sheriff Docket # 13166

NATIONAL CITY BANK OF PA ET AL

02-806-CD

VS.

KELLY, MARTHA L.

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, OCTOBER 21, 2002 @ 2:55 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF DECEMBER 6, 2002 WAS SET.**

**NOW, OCTOBER 21, 2002 SERVED MARTHA L. KELLEY, DEFENDANT, AT HER PLACE OF EMPLOYMENT, CLEARFIELD COUNTY COURTHOUSE, ONE NORTH SECOND STREET, CLEARFIELD, CLERFIELD COUNTY, PENNSYLVANIA , BY HANDING TO MARTHA L. KELLEY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, DECEMBER 2, 2003 RECEIVED A LETTER FROM THE PLAINTIFF ATTORNEY TO STAY SALE. A SUM OF \$8,771.68 WAS REALIZED TO STAY THE SALE.**

**NOW, AUGUST 6, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, AUGUST 6, 2003 RETURN WRIT AS NO SALE HELD. THE ATTORNEY STAYED THE SALE FOR THE SUM OF \$8,771.68.**

**SHERIFF HAWKINS \$336.87**

**SURCHARGE \$20.00**

**PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13166

NATIONAL CITY BANK OF PA ET AL

02-806-CD

VS.

KELLY, MARTHA L.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

6 Day Of August 2003

Willie A. Shaw

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

So Answers,

Ches A. Hawkins  
Dee Cynthia Butler-Augherbaugh  
Chester A. Hawkins  
Sheriff

**FILED**

*6/11/38 BPA*

AUG 06 2003

William A. Shaw  
Prothonotary/Clerk of Courts

*BLW  
4*

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

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

Vs.

NO.: 2002-00806-CD

Martha L. Kelley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

Garnishee(s) as follows:

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

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INTEREST from 7/04/02 to 9/30/02: \$380.03  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
LATE CHARGES from 7/04/02 to 9/30/02: \$42.54  
DATE: 09/30/2002

PAID: \$149.00  
SHERIFF: \$  
OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 30<sup>th</sup> day  
of September A.D. 2002  
At 2:30 A.M./P.M.

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

Chester C. Hawkins  
Sheriff by Captain Butler-Aughbaugh

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

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---

Attorney for Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KELLEY NO. 02-806-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

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

## **SHERIFF COSTS:**

## DEBIT & INTEREST

RDR	15.00	DEBT-AMOUNT DUE	21,139.76
SERVICE	15.00	INTEREST FROM 7/4 TO 9/30/02	380.03
MILEAGE		TO BE ADDED	TO SALE DATE
LEVY	15.00		
MILEAGE	2.00		
POSTING	15.00		
CSDS	10.00		
COMMISSION 2%	175.43	<b>TOTAL DEBT &amp; INTEREST</b>	<b>21,519.79</b>
POSTAGE	4.44		
HANDBILLS	15.00		
DISTRIBUTION	25.00		
ADVERTISING	15.00		
ADD'L SERVICE		<b>COSTS:</b>	
DEED		ATTORNEY FEES	
ADD'L POSTING		PROTH. SATISFACTION	
ADD'L MILEAGE		ADVERTISING	187.74
ADD'L LEVY		LATE CHARGES & FEES	
BID AMOUNT		TAXES - collector	NONE
RETURNS/DEPUTIZE		TAXES - tax claim	NONE
COPIES/BILLING	15.00	DUE	
	5.00	COST OF SUIT - TO BE ADDED	
BILLING/PHONE/FAX	10.00	LIEN SEARCH	100.00
<b>TOTAL SHERIFF</b>		FORCLOSURE FEES/ESCROW DEFICIT	
<b>COSTS</b>	<b>336.87</b>	ACKNOWLEDGEMENT	
<b>DEED COSTS:</b>		DEED COSTS	
ACKNOWLEDGEMENT		ATTORNEY COMMISSION	
REGISTER & RECORDER		SHERIFF COSTS	336.87
TRANSFER TAX 2%		LEGAL JOURNAL AD	153.00
<b>TOTAL DEED</b>		REFUND OF ADVANCE	
<b>COSTS</b>	<b>0.00</b>	REFUND OF SURCHARGE	
		PROTHONOTARY	149.00
		MORTGAGE SEARCH	40.00
		<b>SATISFACTION FEE</b>	
		<b>ESCROW DEFICIENCY</b>	
		<b>MUNICIPAL LIEN</b>	
		<b>TOTAL COSTS</b>	<b>966.61</b>

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

CHESTER A. HAWKINS, Sheriff

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

---

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

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. McKECHNIE (PA)  
EDWARD G. WEHRENBERG (PA)  
KIRK B. BURKLEY (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM

*Attn: Cindy*

December 2, 2002

Clearfield County Sheriff  
Market Street  
Clearfield, PA 16830

VIA FACSIMILE #814-765-5915

Re: National City Mortgage  
Vs: Martha L. Kelcy  
DOCKET NO. 02-806 CD  
BERNSTEIN FILE NO. F0010816

Dear Sheriff:

Kindly stay our Writ of Execution in the above case. The Plaintiff has realized the sum of \$8,771.68 to stay the sale. Please advise us of any additional costs due. Thank you for your assistance.

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

BERNSTEIN LAW FIRM, P.C.

*Received  
12-4-02*

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

PRAECLPTE TO REISSUE  
AND AMEND WRIT  
OF EXECUTION  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

CERTIFICATE OF ADDRESS  
405 E. Locust Street  
Clearfield Borough  
Tax Parcel #004.4-K08-217-00061

**BERNSTEIN FILE NO. F0010816**

**FILED**

**AUG 18 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

**Plaintiff**

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

**Defendant**

PRAEICE TO REISSUE AND AMEND WRIT OF EXECUTION

## To the Prothonotary:

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

1. directed to the Sheriff of CLEARFIELD County:

2. against MARTHA L. KELLEY      Defendant:

3. JUDGMENT \$21,139.76

Interest from 7/04/02 to 8/31/03 \$ 1,806.21

Late charges from 7/04/02 to 9/30/02 \$ 198.52

SUBTOTAL: \$23,144.49

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

Date: 8-13-03

BERNSTEIN LAW FIRM, P.C.  
By: 

Lori A. Gibson  
Attorney for Plaintiff(s)  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
**BERNSTEIN FILE NO. F0010816**

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley of, in and to

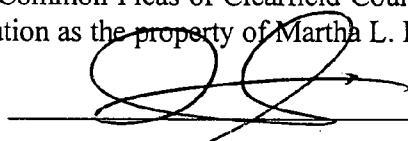
ALL THAT CERTAIN lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of Locust Street, fifty-seven (57) feet east from Fourth Street; thence east by line of Locust Street Thirty-eight (38) feet, more or less, to a private alley, (expressly for the use of this lot and two lots south of it) to a post; thence by said alley, south ninety four (94) feet to a stake or mark on fence by adjoining lot; thence west thirty-eight (38) feet, more or less, to a stake; thence north by lot of B.C. Youngman ninety-four (94) feet to the post, and place of beginning.

Tax Parcel No. 004.4-K08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.

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

FILED

After 800: 7.00

FILED Aug 18 2003  
AUG 18 2003  
1cc & Lowmitsul property descr.

Prothonotary/Clerk of Courts

William A. G.  
AUG 1 8 2003  
100-8111-1  
ICE & LOWIN  
to Shaff

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

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

Vs.

NO.: 2002-00806-CD

Martha L. Kelley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to KEYSTONE NATIONAL BANK, Plaintiff(s) from MARTHA L. KELLEY, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: **\$23,144.49**  
INTEREST from 7/04/02 to 8/31/03: **\$1,806.21**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/18/2003

PAID: **\$127.00**  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES from 7/04/02 to 9/30/02: **\$198.52**

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Lori A. Gibson  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY  
Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley of, in and to

ALL THAT CERTAIN lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

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Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.

  
Attorney for Plaintiff

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

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

Plaintiff,

vs.

Civil Action No. 02-806-CD

MARTHA L KELLEY

Defendants.

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

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

**412-456-8100**

**BERNSTEIN FILE NO. F0010816**

**FILED**

**OCT 29 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

Plaintiff,

vs.

Civil Action No. 02-806-CD

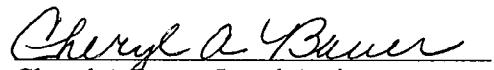
MARTHA L KELLEY

Defendants.

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

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendant on September 18, 2003 which was received by Defendant on September 20, 2003 as evidenced by Certified Mail Receipt attached hereto as Exhibit "A".

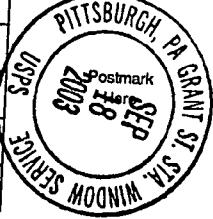
The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) to Lien Creditors on September 18, 2003 as is evidenced by Certificate of Mailing attached hereto as Exhibit "B".

  
Cheryl A. Bauer  
Cheryl A. Bauer, Legal Assistant

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7002	3150	0006	1946	1645
Postage \$ 37 Certified Fee 2.30 Return Receipt Fee (Endorsement Required) 1.75 Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ 4.42				
				
<b>Sent To</b> <b>Martha L Kelley</b> Street, Apt. No.: 405 E Locust St or PO Box No. City, State, ZIP: Clearfield, PA 16830				
PS Form 3800, June 2002 See Reverse for Instructions				

<b>SENDER: COMPLETE THIS SECTION</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>1. Article Addressed to:</p> <p><i>Martha L Kelley 405 E Locust St. Clearfield, PA 16830</i></p>	<b>COMPLETE THIS SECTION ON DELIVERY</b> <p>A. Signature</p> <p><i>X Martha Kelley</i></p> <p><input checked="" type="checkbox"/> Agent      <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery  <i>Martha Kelley</i> <b>SEP 20 2003</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>2. Article Addressed to:</p> <p><i>Martha L Kelley 405 E Locust St. Clearfield, PA 16830</i></p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Addressed to: <b>7002 3150 0006 1946 1645</b>	
PS Form 3811, August 2001      Domestic Return Receipt      102595-02-M-1540	

Warrington Advertiser, Sept. 1871, P.C.

Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Postmaster, Pay (Name of receiving employee)  
James

卷之三

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14571

NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO 02-806-CD

VS.

KELLEY, MARTHA L.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

NOW, SEPTEMBER 17, 2003 @ 9:50 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF NOVEMBER 7, 2003 WAS SET.

NOW, SEPTEMBER 17, 2003 @ 10:00 A.M. O'CLOCK SERVED MARTHA KELLEY, DEFENDANT, AT HER PLACE OF EMPLOYMENT, CLEARFIELD COUNTY COURT HOUSE 1 NORTH SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARTHA L. KELLEY A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

NOW, NOVEMBER 6, 2003 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SALE. THE SUM OF \$6,383.31 WAS PAID TO CANCEL THE SALE.

NOW, JANUARY 29, 2004 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, JANUARY 30, 2004 RETURN THE WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANT. SALE WAS CANCELED BY THE PLAINTIFF'S ATTORNEY. A SUM OF \$6,383.31 WAS REALIZED TO CANCEL THE SALE.

SHERIFF HAWKINS      \$350.28  
SURCHARGE      \$20.00  
PAID BY ATTORNEY

**FILED**

JAN 30 2004

6/10/04 (u) 9:28  
William A. Shaw

Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14571

NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO 02-806-CD

VS.

KELLEY, MARTHA L.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

30 Day Of Jan 2004

Chester A. Hawkins

So Answers,

Chester A. Hawkins

By Cynthia Butler-Aegerter

Chester A. Hawkins

Sheriff

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

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

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

Vs.

NO.: 2002-00806-CD

Martha L. Kelley

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached
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Garnishee(s) as follows:

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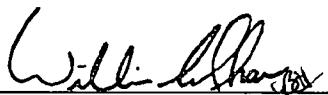
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INTEREST from 7/04/02 to 8/31/03: **\$1,806.21**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/18/2003

PAID: **\$127.00**  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES from 7/04/02 to 9/30/02: **\$198.52**

Received this writ this 18<sup>th</sup> day  
of August A.D. 2003  
At 2:20 A.M./P.M.

Chesler A. Haubens  
Sheriff by Captain Butcher Aughenbaugh

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Lori A. Gibson  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

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

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

Plaintiff

vs.

Civil Action No. 02-806-CD

MARTHA L. KELLEY

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley of, in and to

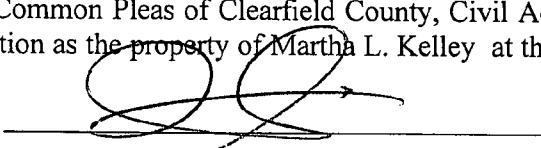
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Tax Parcel No. 004.4-K08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-806-CD, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank of Pennsylvania.

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

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KELLEY 2 NO. 02-806-CD

NOW, , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the day of 2003, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

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

## **SHERIFF COSTS:**

#### PLAINTIFF COSTS, DEBT & INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	23,144.49
SERVICE	15.00	INTEREST	1,806.21
MILEAGE	2.00	TO BE ADDED	TO SALE DATE
LEVY	15.00	ATTORNEY FEES	
MILEAGE	2.00	PROTH. SATISFACTION	
POSTING	15.00	LATE CHARGES & FEES	198.52
CSDS	10.00	COST OF SUIT -TO BE ADDED	
COMMISSION 2%	127.66	FORECLOSURE FEES/ESCROW DEFICIT	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED			
ADD'L POSTING		<b>TOTAL DEBT &amp; INTEREST</b>	<b>25,149.22</b>
ADD'L MILEAGE			
ADD'L LEVY		<b>COSTS:</b>	
BID AMOUNT		ADVERTISING	350.28
RETURNS/DEPUTIZE		TAXES - collector	NONE
COPIES/BILLING	15.00	TAXES - tax claim	NONE
	5.00	DUE	
BILLING/PHONE/FAX	5.00	LIEN SEARCH	100.00
<b>TOTAL SHERIFF</b>		ACKNOWLEDGEMENT	
<b>COSTS</b>	<b>286.10</b>	DEED COSTS	0.00
<b>DEED COSTS:</b>		SHERIFF COSTS	286.10
ACKNOWLEDGEMENT		LEGAL JOURNAL AD	162.00
REGISTER & RECORDER		PROTHONOTARY	127.00
TRANSFER TAX 2%		MORTGAGE SEARCH	40.00
<b>TOTAL DEED</b>		MUNICIPAL LIEN	
<b>COSTS</b>	<b>0.00</b>	<b>TOTAL COSTS</b>	<b>1,065.38</b>

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

CHESTER A. HAWKINS Sheriff

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

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

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
KIRK B. BURKLEY  
(PA)

(STATES OF ADMISSION)

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

November 6, 2003

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

VIA FACSIMILE #814-765-5915

Re: National City Mortgage  
Vs: Martha L. Kelley  
DOCKET NO. 02-806 CD  
BERNSTEIN FILE NO. F0010816

Dear Cindy:

Kindly stay our Writ of Execution in the above case. The Plaintiff has realized the sum of \$6,383.31 to cancel the sale. Please advise us of any additional costs due. Thank you for your assistance.

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

BERNSTEIN LAW FIRM, P.C.

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, et al.,  
Plaintiff

\*

\*

-vs-

\*

Docket No. 2002-806-CD  
Docket No. 2006-2127-CD

MARTHA L. KELLEY,  
Defendant

\*

\*

Type of pleading:  
PRAECIPE

Filed on behalf of:  
DEFENDANT, Martha L. Kelley

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

(60)  
**FILED** Atty pd. 07-7.00  
07/08/2010 No cc  
S JUN 08 2010  
William A. Shaw  
Prothonotary/Clerk of Courts | Cert. of Sat.  
to Atty

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, et al.,  
Plaintiff

\*

\*

-vs-  
MARTHA L. KELLEY,  
Defendant

\*

\*

\*

Docket No. 2002-806-CD  
Docket No. 2006-2127-CD

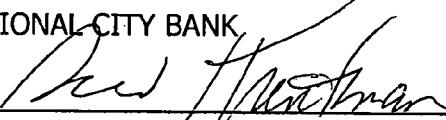
PRACIPE

TO THE PROTHONOTARY:

Please mark the dockets in the above-two cases as satisfied, with a notation that the judgment lien in the amount of \$21,139.76 in Docket No. 2002-806-CD and the judgment lien in the amount of \$10,569.87 in Docket No. 2006-2127-CD have both been released.

Respectfully submitted,

NATIONAL CITY BANK

By: 

DATED: 5-17-2010

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2002-00806-CD

National City Bank of Pennsylvania  
Keystone National Bank

Debt: \$21,139.76

Vs.

Atty's Comm.:

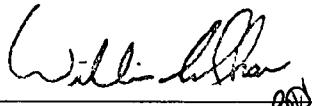
Martha L. Kelley

Interest From:

Cost: \$7.00

NOW, Tuesday, June 08, 2010, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of June, A.D. 2010.

  
\_\_\_\_\_  
Prothonotary