

02-1011-CD
Deposit Bank vs Mary Novario al

02-1011-CT
DEPOSIT BANK -vs- MARY E. NOVARIO et al

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

DEPOSIT BANK, : NO. 02-1011-C.D.
Plaintiff : TYPE OF CASE: CIVIL
VS. : TYPE OF PLEADING: COMPLAINT
MARY E. NOVARIO, : FILED ON BEHALF OF: PLAINTIFF
ANITA NOVARIO TATE, :
RITA A. GUTOWSKI, : COUNSEL OF RECORD:
THOMAS P. NOVARIO and : CHRISTOPHER E. MOHNEY, ESQUIRE
THE UNITED STATES OF AMERICA, :
Defendants : SUPREME COURT NO.: 63494
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JUN 26 2002

William A. Shaw
Prothonotary

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

DEPOSIT BANK,	:	NO. 02 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
MARY E. NOVARIO,	:		
ANITA NOVARIO TATE,	:		
RITA A. GUTOWSKI,	:		
THOMAS P. NOVARIO and	:		
THE UNITED STATES OF AMERICA,	:		
	:		
Defendants	:		
	:		

COMPLAINT

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in
Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK** is a Pennsylvania banking corporation, with a principal place of business at 2 East Long Avenue, Du Bois, Clearfield County, Pennsylvania 15801.
2. Defendant **MARY E. NOVARIO** is an adult individual with a last known address at 603 North Fourth Street, Du Bois, Clearfield County, Pennsylvania 15801.
3. Defendant **ANITA NOVARIO TATE** is an adult individual with a last known address at 8 Dresser Road, Box 727, Adams Basin, New York 14410.
4. Defendant **RITA A. GUTOWSKI** is an adult individual with a last known address at 603

North Fourth Street, Du Bois, Clearfield County, Pennsylvania 15801.

5. Defendant **THOMAS P. NOVARIO** is an adult individual with a last known address at 603 North Fourth Street, Du Bois, Clearfield County, Pennsylvania 15801.

6. Defendant, **THE UNITED STATES OF AMERICA**, is named as a party Defendant in this action pursuant to 28 U.S.C.A. Section 2410 as a result of two (2) liens filed by the Internal Revenue Service Office located at Pittsburgh, Pennsylvania, against Defendant **THOMAS P. NOVARIO** in the Prothonotary's Office of Clearfield County, Pennsylvania, as follows:

- (a) Federal Tax Lien filed on March 28, 1995, to No. 4193, in the amount of \$18,640.95.
- (b) Federal Tax Lien filed on February 25, 1997, to No. 97-152, in the amount of \$952.25.

Copies of said Notices of Federal Tax Lien are attached hereto, made a part hereof and incorporated herein as Exhibit "A".

The liens of the Defendant, **UNITED STATES OF AMERICA**, are junior to the lien of the Plaintiff on the real property which is subject of this action.

7. Pursuant to 28 U.S.C.A. Section 2410, **UNITED STATES OF AMERICA**, as a party Defendant to this action, may be served processed by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth and Constitution Avenues Northwest, Washington, D.C., 20530, and by serving the process of the Court with a copy on the United States Attorney for the District in which the action is brought, namely, Mary Beth Buchanan, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and

Courthouse, Pittsburgh, Pennsylvania, 15219.

8. On February 25, 1987, Defendants executed and delivered to Plaintiff a Mortgage and Mortgage Note upon the premises hereinafter described which Mortgage was recorded on February 26, 1987, in Clearfield County Deed and Records Book Volume 1139, page 555. True and correct copies of the Mortgage and Mortgage Note are attached hereto as Exhibits "B" and "C", respectively and are incorporated herein by reference.

9. Said Mortgage has not been assigned.

10. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on February 27, 2002, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

11. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

12. The premises subject to the Mortgage is the property located at 603 North Fourth Street, Du Bois, Clearfield County, Pennsylvania, 15801, and is described on Exhibit "F" attached hereto and made a part hereof.

13. Said Mortgage is in default because the principal payments due upon said Mortgage are

overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

14. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Adjustable Rate Note secured thereby is:

Current Balance -	\$ 1,685.67
Interest payoff (as of 5/21/02) -	\$ 22.62
Late Fees -	\$ 6,052.01
Attorney's fee -	<u>\$ 500.00</u>
TOTAL:	\$ 8,260.30

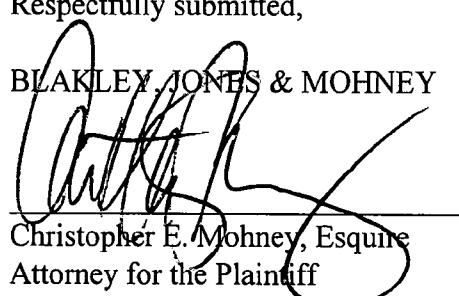
WHEREFORE, Plaintiff demands judgment in the amount of \$8,260.30, plus interest thereon at a per diem rate of \$0.00 on unpaid principal balance from May 21, 2002, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants

MARY E. NOVARIO, ANITA NOVARIO TATE, RITA A. GUTOWSKI and THOMAS P. NOVARIO.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:


Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stiteler
Susan Stiteler

Notice of Federal Tax Lien

District	Serial Number	For Optional Use by Recording Office
Pittsburgh, PA	259511145	

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer
THOMAS F NOVARIO

Residence
306 QUARRY AVE
DUBIOS, PA 15801-1749

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/83	195-40-9468	09/19/94	10/19/04	320.89
1040	12/31/89	195-40-9468	09/19/94	10/19/04	15995.97
1040	12/31/90	195-40-9468	09/19/94	10/19/04	2324.09

Place of Filing	Total	\$
Clearfield Prothonotary Clearfield County Clearfield, PA 16830		18640.95

This notice was prepared and signed at Pittsburgh, PA, on this,

the 23rd day of March, 19 95.

Exhibit A.

Signature for	<i>W Evans</i> ACS	Title Manager
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(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971-2 C.B. 409)

1-57182 *Mortgage*

VOL 1139 PAGE 555

Made this 25th day of February, 1987,

Between MARY E. NOVARIO, of Pittsburgh, Pennsylvania; ANITA NOVARIO TATE, of Adams Basin, New York; RITA A. GUTOWSKI, of DuBois, Pennsylvania; and THOMAS P. NOVARIO, of DuBois, Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a created under the laws of the Commonwealth of Pennsylvania, with its principal place of business in the City of DuBois, Clearfield County, Pennsylvania

(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of

Seventy-Five Thousand Dollars (\$ 75,000.00), lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All those certain pieces of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pipe at the Northeast corner of Lot No. 739 and the West line of Fourth Street; thence by Lot No. 739 North 60° 15' West 142 feet to an iron pipe at a 16-foot alley; thence North 20° 41' East 23 feet to an iron pipe at Mountain Avenue; thence by Mountain Avenue North 75° 42' East 172.96 feet to an iron pipe at Fourth Street; thence by Fourth Street South 20° 41' West 122.4 feet to the place of beginning. Being Lot No. 738 in the John E. DuBois Addition to the City of DuBois.

THE SECOND THEREOF: BEGINNING at an iron pipe at the Northeast corner of Lot No. 740 and the West line of Fourth Street; thence by Lot No. 740

North 69° 15' West 142 feet to an iron pipe at a 16-foot alley; thence by said alley North 20° 41' East 50 feet to an iron pipe at Lot No. 738; thence by Lot No. 738 South 69° 15' East 142 feet to an iron pipe at Fourth Street; thence by Fourth Street South 20° 41' West 50 feet to the place of beginning. Being Lot No. 739 in the John E. DuBois Addition to the City of DuBois.

Being the same premises which vested in Thomas P. Novario, Rita A. Gutowski, Anita Novario Tate, and Mary E. Novario, by deed of The Tax Claim Bureau of Clearfield County, Pennsylvania, dated November 3, 1986, recorded November 6, 1986, in Clearfield County Deeds and Records Book 1119, page 477. Also being the same premises which vested in Thomas P. Novario, Rita A. Gutowski, Anita Novario Tate and Mary E. Novario by Quitclaim deed of O. C. Novario, dated February 24, 1987, and intended to be recorded concurrently herewith. The Quitclaim deed was made in order to correct any possible defect which may have occurred as a result of the Tax Claim Bureau Sale of September 8, 1986.

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with cost of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

(7) Transfer of the Property; Assumption: If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer of devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Mary E. Novario (SEAL)
(Mary E. Novario)
Anita Novario Tate (SEAL)
(Anita Novario Tate)
Rita A. Gutowski (SEAL)
(Rita A. Gutowski)
Thomas P. Novario (SEAL)
(Thomas P. Novario)

Commonwealth of Pennsylvania

County of ALLEGHENY

} ss:

On this, the 18th. day of February, 1987, before me, a notary public, the undersigned officer, personally appeared MARY E. NOVARIO, satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.
My commission expires:

Norman R. Paschka
NORMAN R. PASCHKA, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 15, 1993
State of Pennsylvania Association of Notaries

Commonwealth of Pennsylvania

County of CLEARFIELD

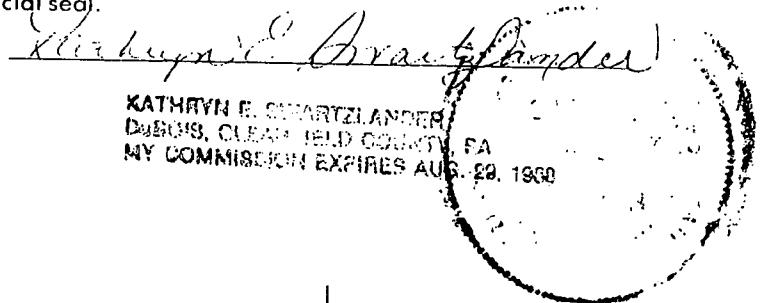
ss:

On this, the 25th day of February, 1987, before me, a notary public, NOVARIO, the undersigned officer, personally appeared ANITA NOVARIO TATE, RITA A. GUTOWSKI and THOMAS P. satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

KATHRYN E. SCHARTZLANDER
DUBOIS, CLEARFIELD COUNTY, PA
MY COMMISSION EXPIRES AUG. 28, 1988



Mortgage

FROM

TO

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:21 AM 3-28-87
BY Michael R. Lytle
FEES 160
Michael R. Lytle, Recorder

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the within named Mortgagee is #2 East Long Avenue, DuBois, PA 15801

Maure and Venne

Attorney for Mortgagors

Commonwealth of Pennsylvania
County of CLEARFIELD

ss:

Recorded in the Office of the Recorder of Deeds in and for said County on the 26 day of Feb. 1987, in Mortgage Book

My Commission Expires 1139, page 555
First Monday in January, 1988
Witness my hand and the seal of said office the day and year aforesaid.

Michael R. Lytle
Michael R. Lytle, Recorder

Entered of Record 206 1987, 11:21a

Michael R. Lytle, Recorder

Mortgage Note

\$ 75,000.00

DuBois, Pennsylvania

February 25

, 19 87

For Value Received. MARY E. NOVARIC, of Pittsburgh, Pennsylvania; ANITA NOVARIO TATE, of Adams Basin, New York; RITA A. GUIOWSKI, of DuBois, Pennsylvania; and THOMAS P. NOVARIO, of DuBois, Pennsylvania (hereinafter called "the Undersigned") promises to pay to the order of DEPOSIT BANK, of DuBois, Clearfield County, Pennsylvania, its successors or assigns, in lawful money of the United States of America, the sum of Seventy- Five Thousand

Dollars (\$ 75,000.00) and any additional money loaned or advanced by any holder hereof as hereinafter provided, as follows:

THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. THE REPAYMENT SCHEDULE AND VARIABLE RATE ARE EXPLAINED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

and any balance of principal or interest remaining unpaid on March 1, 2002 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at the offices of Deposit Bank, #2 East Long Avenue,

DuBois, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and entered by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage,

Date: February 27, 2002

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mary Novario

PROPERTY ADDRESS: 603 N. Fourth St, DuBois PA 15801

LOAN ACCT. NO.: 001-0105482

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 603 N. Fourth St, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 2001 through February 2002 totaling \$3,995.19

Other charges (explain/itemize): Late fees of \$5,999.48

TOTAL AMOUNT PAST DUE: \$9,994.67

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,994.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tanya Barlow

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: February 27, 2002

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Anita Novario Tate

PROPERTY ADDRESS: 603 N. Fourth St, DuBois PA 15801

LOAN ACCT. NO.: 001-0105482

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 603 N. Fourth St. Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 2001 through February 2002 totaling \$3,995.19

Other charges (explain/itemize): Late fees of \$5,999.48

TOTAL AMOUNT PAST DUE: \$9,994.67

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,994.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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CLEARFIELD COUNTY

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

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

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

Date: February 27, 2002

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Rita Gutowski

PROPERTY ADDRESS: 603 N. Fourth St, DuBois PA 15801

LOAN ACCT. NO.: 001-0105482

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

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

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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.

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 603 N. Fourth St, Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 2001 through February 2002 totaling \$3,995.19

Other charges (explain/itemize): Late fees of \$5,999.48

TOTAL AMOUNT PAST DUE: \$9,994.67

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

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FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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HOW TO CONTACT THE LENDER:

Name of Lender: Deposit Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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

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500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Date: February 27, 2002

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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Thomas Novario

PROPERTY ADDRESS: 603 N. Fourth St, Dubois PA 15801

LOAN ACCT. NO.: 001-0105482

ORIGINAL LENDER: Deposit Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 603 N. Fourth St. Dubois PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 2001 through February 2002 totaling \$3,995.19

Other charges (explain/itemize): Late fees of \$5,999.48

TOTAL AMOUNT PAST DUE: \$9,994.67

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,994.67, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

MARY NOVARIC
403 N FOURTH ST
DUBOIS PA 15601

A. Signature

□ Agent

□ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number
(Transfer from service label) 7001 1940 0000 0015 4509

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

SENDER: COMPLETE THIS SECTION

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

Article Addressed to:

Anita Novacic Tate
8 Dresser Rd
Box 727
ADAMS BORIN NY
14410

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent
X <u>Anita Tate</u>	<input type="checkbox"/> Addressee
B. Received by (Printed Name) <u>Robert Tate</u>	C. Date of Delivery <u>3-4-02</u>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If YES, enter delivery address below:

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) **7001 1940 0000 0015 4547**

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

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

7454 *Anita Novacic Tate* 7454
5454 *Robert Tate* 5454

Postage	\$.51
Certified Fee	210
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark Here

7454 *Anita Novacic Tate* 7454
5454 *Robert Tate* 5454

Street, Apt. No.,
or PO Box No. **8 Dresser Rd Box 727**

City, State, Zip **ADAMS BORIN NY 14410**

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Rita Gutowski
1003 N Fourth St
Dubois PA 15801

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?**

If YES, enter delivery address below:

 Yes No**3. Service Type** Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**
(Transfer from service label)

7001 1940 0000 0015 4530

Domestic Return Receipt

102595-01-M-2509

PS Form 3811, August 2001

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Thomas Moncrief
c/o Franco Guttowski
217 N Third St
Dallas, PA 15801

COMPLETE THIS SECTION ON DELIVERY

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes2. Article Number
(Transfer from service label)

7001 1940 0000 0015 4493

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

All those certain pieces of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pipe at the Northeast corner of Lot No. 739 and the West line of Fourth Street; thence by Lot No. 739 North 60° 15' West 142 feet to an iron pipe at a 16-foot alley; thence North 20° 41' East 23 feet to an iron pipe at Mountain Avenue; thence by Mountain Avenue North 75° 42' East 172.96 feet to an iron pipe at Fourth Street; thence by Fourth Street South 20° 41' West 122.4 feet to the place of beginning. Being Lot No. 738 in the John E. DuBois Addition to the City of DuBois.

THE SECOND THEREOF: BEGINNING at an iron pipe at the Northeast corner of Lot No. 740 and the West line of Fourth Street; thence by Lot No. 740 North 69° 15' West 142 feet to an iron pipe at a 16-foot alley; thence by said alley North 20° 41' East 50 feet to an iron pipe at Lot No. 738; thence by Lot No. 738 South 69° 15' East 142 feet to an iron pipe at Fourth Street; thence by Fourth Street South 20° 41' West 50 feet to the place of beginning. Being Lot No. 739 in the John E. DuBois Addition to the City of DuBois.

Being the same premises which vested in Thomas P. Novario, Rita A. Gutowski, Anita Novario Tate, and Mary E. Novario, by deed of The Tax Claim Bureau of Clearfield County, Pennsylvania, dated November 3, 1986, recorded November 6, 1986, in Clearfield County Deeds and Records Book 1119, page 477. Also being the same premises which vested in Thomas P. Novario, Rita A. Gutowski, Anita Novario Tate and Mary E. Novario by Quitclaim deed of O. C. Novario, dated February 24, 1987, and intended to be recorded concurrently herewith. The Quitclaim deed was made in order to correct any possible defect which may have occurred as a result of the Tax Claim Bureau Sale of September 8, 1986.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 02 - - C.D.

DEPOSIT BANK,

Plaintiff

vs.

MARY E. NOVARIO,
ANTTA NOVARIO TATE,
RITA A. GUTOWSKI,
THOMAS P. NOVARIO, and
THE UNITED STATES OF AMERICA,

Defendants

COMPLAINT

FILED *Am 10:59 AM* pd. 80.00

01 JUN 26 2002
4cc Shff
2cc

Am 10:59 AM

William A. Shaw
Prothonotary

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

DEPOSIT BANK, : NO. 02 - 1011 - C.D.
: :
Plaintiff : TYPE OF CASE: CIVIL
: :
VS. : TYPE OF PLEADING: AFFIDAVIT OF
: MAILING
: :
MARY E. NOVARIO, : FILED ON BEHALF OF: PLAINTIFF
ANITA NOVARIO TATE, :
RITA A. GUTOWSKI, :
THOMAS P. NOVARIO and : COUNSEL OF RECORD:
THE UNITED STATES OF AMERICA, : CHRISTOPHER E. MOHNEY, ESQUIRE
: :
Defendants : SUPREME COURT NO.: 63494
: :
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

JUL 23 2002

William A. Shaw
Prothonotary

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

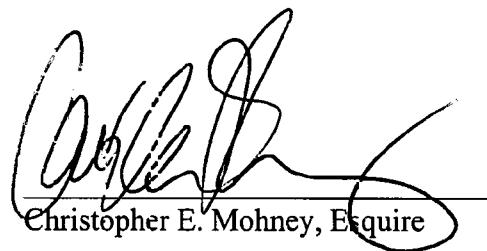
DEPOSIT BANK, : NO. 02 - 1011 - C.D.
: :
Plaintiff :
: :
VS. :
: :
MARY E. NOVARIO, :
ANITA NOVARIO TATE, :
RITA A. GUTOWSKI, :
THOMAS P. NOVARIO and :
THE UNITED STATES OF AMERICA, :
: :
Defendants :
:

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :
: : SS.
COUNTY OF CLEARFIELD :
:

CHRISTOPHER E. MOHNEY, ESQUIRE, being duly sworn according to law deposes and says: that he is a partner in the law firm of **BLAKLEY, JONES & MOHNEY**, attorneys for **DEPOSIT BANK**, the Plaintiff in the above-captioned action; that he did cause to be served upon **ATTORNEY GENERAL OF THE UNITED STATES**, Defendant in the above-captioned matter, a true and correct certified copy of Complaint filed to No. 02-1011-C.D. by sending the same under cover letter dated June 27, 2002, a copy of which is attached, by certified mail, return receipt requested, restricted delivery, as evidenced by the return receipt attached, pursuant to Pennsylvania

Rule of Civil Procedure 404; and that the foregoing facts are true and correct to the best of his knowledge, information and belief.

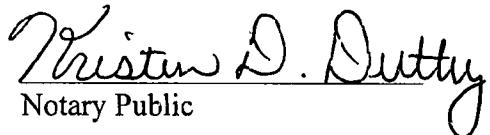


Christopher E. Mohney, Esquire

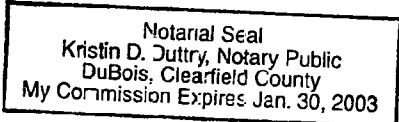
Sworn to and subscribed

before me this 19th day

of July, 2002.



Kristin D. Duttry
Notary Public



BLAKLEY, JONES & MOHNEY

*Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801*

June 27, 2002

*Telephone (814) 371-2730
Fax (814) 375-1082*

*Benjamin S. Blakley, III
Christopher E. Mohney*

Attorney General of the United States
Room 5111
Main Justice Building
Tenth and Constitution Avenues Northwest
Washington, D.C. 20530

**RE: Deposit Bank vs. Mary E. Novario, Anita Novario Tate,
Rita A. Gutowski, Thomas P. Novario and The United States of America
No. 02-1011-C.D.**

Dear Sir or Madam:

Enclosed we hereby serve you with certified true and correct copy of Complaint in Mortgage
Foreclosure filed on behalf of Deposit Bank.

Sincerely,

BLAKLEY, JONES & MOHNEY

Christopher E. Mohney, Esquire

CEM:kdm

Enclosure

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ATTORNEY GENERAL OF THE
UNITED STATES
MAIN JUSTICE BUILDING
FIFTH AND CONSTITUTION AVENUES
NORTHWEST
WASHINGTON, D.C. 20530

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery**

James Z. Parmer
JUL 8 2001

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

3. Service Type

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

4. Restricted Delivery (Extra Fee) Yes**2. Article Number**

(Transfer from service is) 7001 0320 0002 8382 9383

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 02 - 1011 - C.D.

DEPOSIT BANK,

Plaintiff

vs.

MARY E. NOVARIO,
ANITA NOVARIO TATE,
RITA A. GUTOWSKI,
THOMAS P. NOVARIO and
THE UNITED STATES OF AMERICA,

Defendants

AFFIDAVIT OF MAILING

FILED

01:32 PM
JUL 23 2002
COP

William A. Shaw
Prothonotary

LAW OFFICES

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

DEPOSIT BANK, : NO. 02 - 1011 - C.D.
: Plaintiff : TYPE OF CASE: CIVIL
: VS. : TYPE OF PLEADING: AFFIDAVIT OF
: MAILING
: MARY E. NOVARIO, : FILED ON BEHALF OF: PLAINTIFF
: ANITA NOVARIO TATE, :
: RITA A. GUTOWSKI, :
: THOMAS P. NOVARIO and : COUNSEL OF RECORD:
: THE UNITED STATES OF AMERICA, : CHRISTOPHER E. MOHNEY, ESQUIRE
: Defendants : SUPREME COURT NO.: 63494
: : BLAKLEY, JONES & MOHNEY
: : 90 BEAVER DRIVE, BOX 6
: : DU BOIS, PA 15801
: : (814) 371-2730

FILED

JUL 30 2002

William A. Shaw
Prothonotary

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

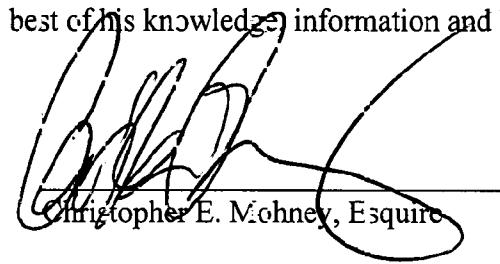
DEPOSIT BANK, : NO. 02 - 1011 - C.D.
: :
Plaintiff :
: :
VS. :
: :
MARY E. NOVARIO, :
ANITA NOVARIO TATE, :
RITA A. GUTOWSKI, :
THOMAS P. NOVARIO and :
THE UNITED STATES OF AMERICA, :
: :
Defendants :
:

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :
: : SS.
COUNTY OF CLEARFIELD :
:

CHRISTOPHER E. MOHNEY, ESQUIRE, being duly sworn according to law deposes and says: that he is a partner in the law firm of **BLAKLEY, JONES & MOHNEY**, attorneys for **DEPOSIT BANK**, the Plaintiff in the above-captioned action; that he did cause to be served upon **ANITA NOVARIO TATE**, Defendant in the above-captioned matter, a true and correct certified copy of Complaint filed to No. 02-1011-C.D. by sending the same under cover letter dated July 15, 2002, a copy of which is attached, by certified mail, return receipt requested, restricted delivery, as evidenced by the return receipt attached, pursuant to Pennsylvania Rule of Civil Procedure 404; and

that the foregoing facts are true and correct to the best of his knowledge, information and belief.



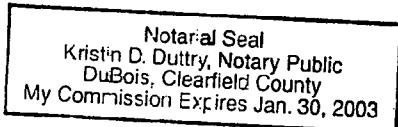
Christopher E. Mohney, Esquire

Sworn to and subscribed

before me this 23rd day

of July, 2002.

Kristin D. Duttry
Notary Public



BLAKLEY, JONES & MOHNEY
Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801

July 15, 2002

Telephone (814) 371-2730
Fax (814) 375-1082

Benjamin S. Blakley, III
Christopher E. Mohney

Anita Novario Tate
8 Dresser Road
Box 727
Adams Basin, NY 14410

**RE: Deposit Bank vs. Mary E. Novario, Anita Novario Tate,
Rita A. Gutowski, Thomas P. Novario and The United States of America
No. 02-1011-C.D. - Foreclosure Action**

Dear Ms. Novario Tate:

Enclosed we hereby serve you with certified true and correct copy of Complaint in Mortgage Foreclosure filed on behalf of my client, Deposit Bank.

Please pay particular attention to the second page of the document, and you should take these papers to your lawyer immediately.

Thank you.

Sincerely,

BLAKLEY, JONES & MOHNEY

Christopher E. Mohney, Esquire

CEM:kdm

Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
RESTRICTED DELIVERY



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
ANITA NOVARIO TATE
8 DRESSER ROAD
BOX 727
ADAMS BASIN, NY 14410

2. Article Number 7000 1670 0000 4737 9311
(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Anita Novario Tate Agent Addressee

B. Received by (Printed Name)

Anita Novario-Tate C. Date of Delivery *7-18-02*

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 02 - 1011 - C.D.

DEPOSIT BANK,

Plaintiff

vs.

^{Plaintiff}
MARY E. NOVARIO,
ANITA NOVARIO TATE,
RITA A. GUTOWSKI, THOMAS P.
NOVARIO and THE UNITED STATES
OF AMERICA,

Defendants

AFFIDAVIT OF MAILING

LAW OFFICES
BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

FILED

JUL 30 2002 *E. Shaw*
07/23/02
William A. Shaw
Prothonotary

7/2 - cc

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12689

DEPOSIT BANK

02-1011-CD

VS.

NOVARIO, MARY E. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 5, 2002 AT 9:48 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY E. NOVARIO, DEFENDANT AT MEETING PLACE, 217 N. 3RD ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY NOVARIO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

NOW JULY 5, 2002 AT 9:48 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RITA A. GUTOWSKI, DEFENDANT AT RESIDENCE, 603 NORTH FOURTH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RITA GUTOWSKI A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY

NOW JULY 9, 2002, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON U.S. ATTORNEY GENERAL, DEFENDANT.

NOW JULY 11, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON U.S. ATTORNEY GENERAL, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED MARLA MARSHALL, P.I.C.

- NO value
- For a delivery. Receipt fee. Enclosed a duplicate is required.
- For an addressee's endorsement
- If a postmark is needed at the post office, a receipt is not necessary.

IMPORTANT: Save this card.

PS Form 3800, January 1999

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ANITA NOVARIO TATE
8 Dresser Road
Box 727.
Adams Basin, NY 14410

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

Anita Tate Agent Addressee

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

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

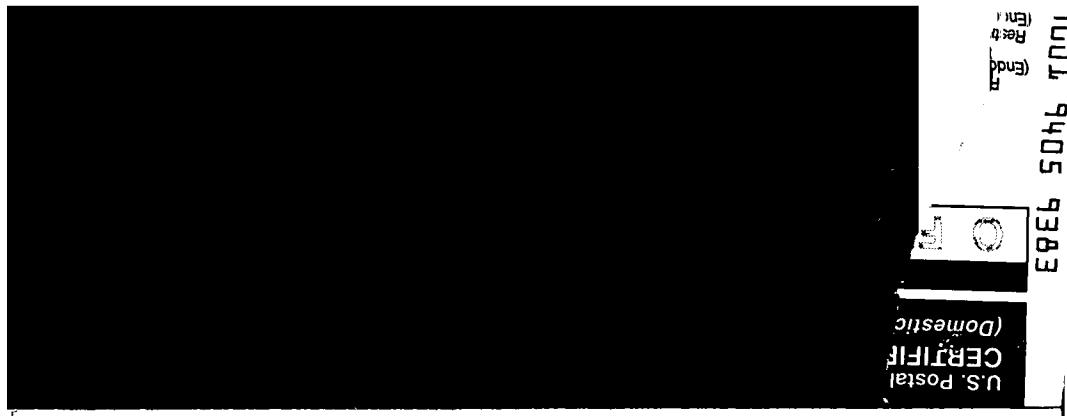
2. Article Number (Copy from service label)

170011940000194059383

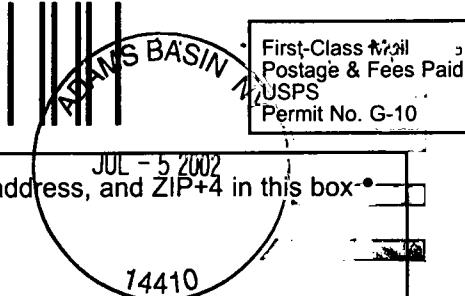
PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789



UNITED STATES POSTAL SERVICE



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

CHESTER A. HAWKINS
Sheriff of Clearfield County
1 N. 2nd St. Suite 116
Clearfield, Pa. 16830

12689

03

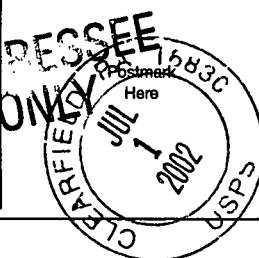
|||||



Mail Only, No Insurance Coverage Provided

OFFICIAL USE

Postage	\$ 1.98
Certified Fee	2.30
return Receipt Fee (or segment Required)	.75 AD
acted Delivery Fee (or segment Required)	3.50
al Postage & Fees	8.03



nt To
ANITA NOVARIO TATE
et, Apt. No. 8 Dresser Road Box 727
PO Box No. 1
City, State, ZIP+ 4
Adams Basin, NY 14410

Form 3800, January 2001

See Reverse for Instructions

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12689

DEPOSIT BANK

02-1011-CD

VS.

NOVARIO, MARY E. AI

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 17, 2002 AT 10:40 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS P. NOVARIO, DEFENDANT AT EMPLOYMENT, HITCHING POST, LIBERTY BLVD., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THOMAS P. NOVARIO A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JULY 1, 2002 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO ANITA NOVARIO TATE, DEFENDANT BY CERT. MAIL #7001 1940 0001 9405 9383 AT 8 DRESSER ROAD, BOX 727, ADAMS BASIN, NY 14410 BEING HER LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. THE LETTER WAS SENT "ADDRESSEE ONLY". (NO DATE OF DELIVERY)

Return Costs

Cost	Description
103.55	SHFF. HAWKINS PAID BY: <i>atty</i>
28.00	SHFF. DEFAZIO PAID BY; ATTY.
3.00	NOTARY PAID BY; ATTY.
50.00	SURCHARGE PAID BY: PLFF.

FILED

18 SEP 18 2002
010:ASH/CC
William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day Of September 2002

Will A. Shaw

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

So Answers,

Chester A. Hawkins
My Mawly. Harry
Chester A. Hawkins
Sheriff

PR

PETER R. DEFAZIO
Sheriff

CLEARFIELD

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700

12689

31573

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF DEPOSIT BANK

02-1011-CD

VS.

DEFT. MARY E. NOVARIO

CASE# 02-1011-CD

EXPIRES 7/26/02

ADD. DEFT. SERVE: U.S.A., Mary Beth Buchanan, U.S. Atty Gen

SUMMONS/PRAECIPE

SEIZURE OR POSSESSION

NOTICE AND COMPLAINT

REVIVAL of SCI FA

INTERROGATORIES

EXECUTION - LEVY OR GARNISHEE

OTHER

of Western Dist.

GARNISHEE 633 U.S. Post Office & Courthouse

ADDRESS Pittsburgh, pa. 15219

MUNICIPALITY or CITY WARD

ATTY. Christopher Mohney

DATE: 19

ADDRESS 90 Beaver Drive Box 6

ATTY'S Phone 814-371-2730

Christopher Mohney

CD

INDICATE TYPE OF SERVICE: PERSONAL PERSON IN CHARGE DEPUTIZE CERT. MAIL POSTED OTHER LEVY SEIZED & STORE

Now. 9 JULY, 2002 19 Clearfield, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depose the Sheriff of

ALLEGHENY

County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomsoever is found in possession, after notifying person or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: _____

MAKE

MODEL

MOTOR NUMBER

SERIAL NUMBER

LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 11 day of JULY, 2002 at 2002 at 9:55 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) reside(s). Name & Relationship _____
 Adult in charge of Defendant's residence who refused to give name or relationship.
 Manager/Clerk of place of lodging in which Defendant(s) reside(s).
 Agent or person in charge of Defendant(s) office or usual place of business.
 Other MARY E. MARSHALL
 Property Posted _____

JUL 18 2002

Sheila R. O'Brien

Defendant not found because: Moved Unknown No Answer Vacant Other _____
 Certified Mail Receipt _____ Envelope Returned _____ Neither receipt or envelope returned: writ expired _____
 Regular Mail Why _____

You are hereby notified that on 19, 19 2002, levy was made in the case of _____
Possession/Sale has been set for 19 at 9:00 o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____ / _____ / _____ / _____ / _____ / _____ / _____

PETER R. DEFAZIO, Sheriff

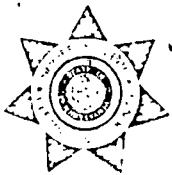
By

Peter R. DeFazio

Deputy

District _____

Additional Costs Due \$ _____, This is placed
on writ when returned to Prothonotary. Please check before
satisfying case.



Sheriff's Office Clearfield County

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

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK

TERM & NO. 02-1011-CD

vs
MARY E. NOVARIO a1

SERVE BY: 7/26/02

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

MAKE REFUND PAYABLE TO: BLAKLEY, JONES & MOHNEY, Attorneys

SERVE: THE UNITED STATES OF AMERICA, Mary Beth Buchanan, U.S. Atty Gen of West. Dist.

ADDRESS: 633 U.S. Post Office & Courthouse, Pittsburgh, Pa. 15219

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

2nd Day of JULY 2002.
qth

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK, : NO. 02-1011 C.D.
PLAINTIFF :
VS. : TYPE OF CASE: MORTGAGE
NOVARIO, ANITA : FORECLOSURE
NOVARIO TATE, RITA A. :
GUTOWSKI, THOMAS P. : TYPE OF PLEADING: PRAECIPE
NOVARIO, and THE UNITED : TO SETTLE, DISCONTINUE AND END
STATES OF AMERICA, :
DEFENDANTS : FILED ON BEHALF OF:
: PLAINTIFF
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED
08/21/2002
AUG 21 2002
LSN

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST : NO. 02-1011 C.D.
COMMONWEALTH BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
MARY E. NOVARIO, ANITA :
NOVARIO TATE, RITA A. :
GUTOWSKI, THOMAS P. :
NOVARIO, and THE UNITED :
STATES OF AMERICA, :
DEFENDANTS :

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY:


Christopher E. Mohney
Attorney for Plaintiff