

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

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

DEPOSIT BANK,

Plaintiff

VS.

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

Defendants

NO. 02 - 1011 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

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:

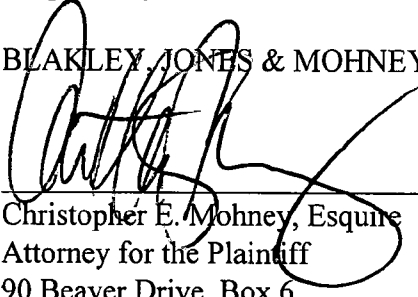
Current Balance -	\$ 1,685.67
Interest payoff (as of 5/21/02) -	\$ 22.62
Late Fees -	\$ 6,052.01
Attorney's fee -	<u>\$ 500.00</u>
TOTAL:	\$ 8,260.30

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:

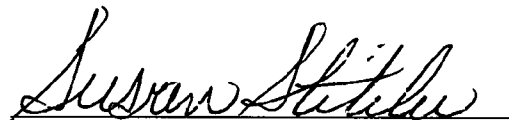


Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

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

Form 668 (Y) (c)
(Rev. October 1993)

537

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

District

Serial Number

For Optional Use by Recording Office

Pittsburgh, PA

252511145

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.

FILED

Name of Taxpayer

THOMAS F NOVARIO *et al*

Residence

306 QUARRY AVE
DUBIOS, PA 15801-1749

MAR 28 1995

M. Shaw
William A. Shaw
Prothonotary

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of lien is refilled 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 Clearfield Prothonotary Clearfield County Clearfield, PA 16830					Total \$ 18640.95

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

the 23rd day of March, 19 95.

Signature

for

Title

Manager

(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)

Part 1 - Kept By Recording Office

Form 668 (Y) (c) (Rev. 10/93)

1-3/82 Mortgage

VOL 1139 PAGE 555

Made this 25th day of February, 19 87 ,

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

EXHIBIT "B"

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:

_____	<u>Mary E. Novario</u> (SEAL)
_____	(Mary E. Novario)
_____	<u>Anita Novario Tate</u> (SEAL)
_____	(Anita Novario Tate)
_____	<u>Rita A. Gutowski</u> (SEAL)
_____	(Rita A. Gutowski)
_____	<u>Thomas P. Novario</u> (SEAL)
	(Thomas P. Novario)

Commonwealth of Pennsylvania

County of ALLEGHENY

} ss:

On this, the 18th. day of February, 19 87, 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 s he executed the same for the purposes therein contained.

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

Herman R. Paschka
HERMAN R. PASCHKA, Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 17, 1993
Member - 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. Swartzlander
 KATHRYN E. SWARTZLANDER
 DuBois, CLEARFIELD COUNTY, PA
 MY COMMISSION EXPIRES AUG. 22, 1990

Mortgage

FROM

TO

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 11:21 AM
 BY Michael R. Lytle
 FEES 16.00
 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

Maureen J. Gennel
 Attorney for Mortgagees

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 1139, page 555

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

Entered of Record 206 1987, 11219 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. GUROWSKI, 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 moneys 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 ~~xxx~~ 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 intended 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

* (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

EXHIBIT "D"

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.

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- 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
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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

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Specific information about the nature of the default is provided in the attached pages.

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

* (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
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- 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.

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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.

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, ECP-LOWER LEVEL

INDIANA PA 15701

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Contact Person: Tonya Barlow

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FAX # (724) 465-5118**

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**500-02 3rd Avenue
P.O. Box 278
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(814) 696-3546**

Date: February 27, 2002

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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

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PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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Contact Person: Tonya Barlow

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**500-02 3rd Avenue
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Date: February 27, 2002

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(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): 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

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, ECP-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 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 MONARIO
403 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
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ 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 Novario Tate
8 Dresser Rd
Box 727
Adams Basin NY
14410

2. Article Number

(Transfer from service label)

7001 1940 0000 0015 4547

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 *3-4-02*
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

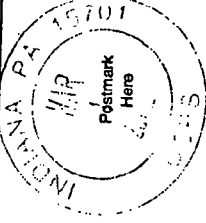
3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

Anita Novario Tate

Postage	\$.57
Certified Fee	210
Return Receipt Fee (Endorsement Required)	160
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17



Sent To

Anita Novario Tate
Street, Apt. No.:
or PO Box No. 8 Dresser Rd Box 727
City, State, ZIP+4 Adams Basin 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
603 N Fourth St
Dubois PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
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 label)

7001 1940 0000 0015 4530

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.

1. Article Addressed to:

Thomas Norcia
c/o Frances Gutowski
217 N Third St
Dubois PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- 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 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,
ANTIA NOVARIO TATE,
RITA A. GUTOWSKI,
THOMAS P. NOVARIO, and
THE UNITED STATES OF AMERICA,

Defendants

COMPLAINT

FILED

JUN 26 2002

William A. Shaw
Prothonotary

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

Aug 14. 80.00
210:59.44
JUN 26 2002
200 Aug

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

DEPOSIT BANK,

Plaintiff

VS.

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

Defendants

NO. 02 - 1011 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: AFFIDAVIT OF
MAILING

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DUBOIS, 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

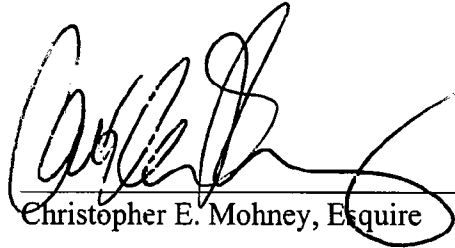
DEPOSIT BANK,	:	NO. 02 - 1011 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
MARY E. NOVARIO,	:	
ANITA NOVARIO TATE,	:	
RITA A. GUTOWSKI,	:	
THOMAS P. NOVARIO and	:	
THE UNITED STATES OF AMERICA,	:	
	:	
Defendants	:	

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

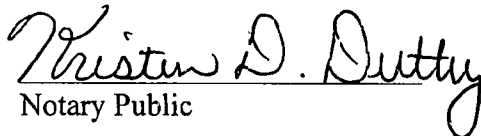
Rule of Civil Procedure 404; and that the foregoing facts are true and correct to the best of his knowledge, information and belief.

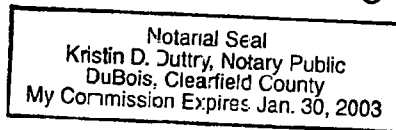

Christopher E. Mohney, Esquire

Sworn to and subscribed

before me this 19th day

of July, 2002.


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

S. M. P. P. P.

C. Date of Delivery

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 9385

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

JUL 23 2002

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,

Plaintiff

VS.

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

Defendants

NO. 02 - 1011 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: AFFIDAVIT OF
MAILING

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63454

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(314) 371-2730

FILED

JUL 30 2002

William A. Shaw
Prothonotary

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

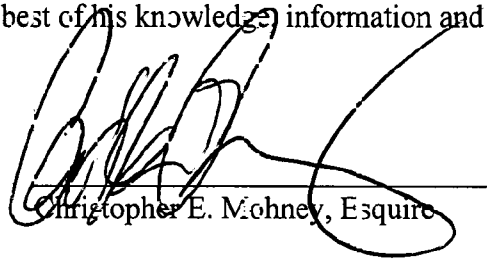
DEPOSIT BANK,	:	NO. 02 - 1011 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
MARY E. NOVARIO,	:	
ANITA NOVARIO TATE,	:	
RITA A. GUTOWSKI,	:	
THOMAS P. NOVARIO and	:	
THE UNITED STATES OF AMERICA,	:	
	:	
Defendants	:	

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.

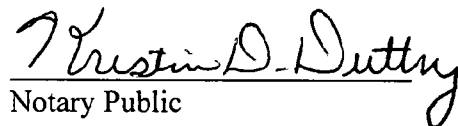


Christopher E. Mohney, Esquire

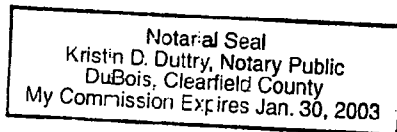
Sworn to and subscribed

before me this 23rd day

of July, 2002.



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

[Signature]
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 NCVARIO 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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Anita Ncvario Tate* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Anita Ncvario-Tate *7-18-02*

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

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.

^{Pl}
MARY E. NOVARIO,
ANITA NOVARIO TATE,
RITA A. GUTOWSKI, THOMAS P.
NOVARIO and TEH 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
0/12:13 P.M.
William A. Shaw
Prothonetary

22 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. Enc
 a duplica
 required.
 ■ For an ad
 addressee's
 endorsement
 ■ If a postmark
 cle at the post
 receipt is not ne
IMPORTANT: Sav
 PS Form 3800, Janua

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 (Copy from service label)

7001 1940 0001 9405 9383

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

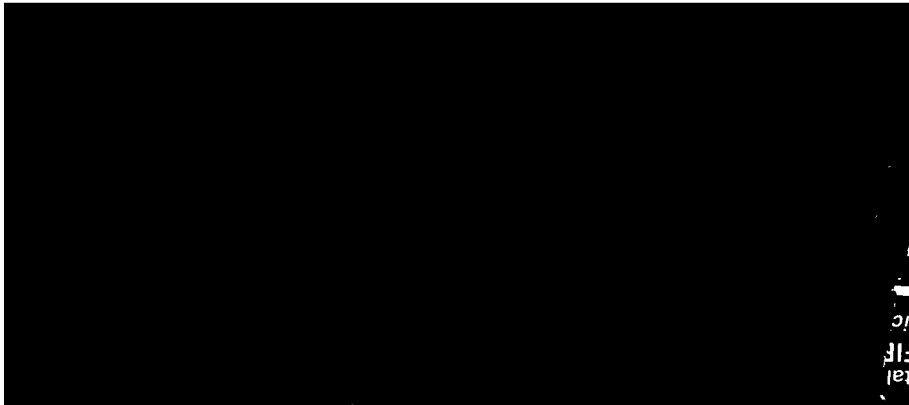
x Anita Tate ☐ Agent
☒ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☒ Yes



1441 9405 9383
(End)
(Res)
(Em)

U.S. Postal
CERTIFIED
(Domestic)

UNITED STATES POSTAL SERVICE



ADAMS BASIN PA

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

JUL - 5 2002

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

14410

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

12689

03



F I C I A L U S E

Postage	\$ 1.98
Certified Fee	230
Return Receipt Fee (Postage Required)	1.25
Registered Delivery Fee (Postage Required)	3.50
Additional Postage & Fees	0.03

ADDRESSEE ONLY

Postmark Here

JUL 1 2002

1583C

USPS

nt To

ANITA NOVARIO TATE

et, Apt. No. 8 Dresser Road Box 727

PO Box No.

ty, State, ZIP+4

Adams Basin, NY 14410

Form 3800, January 2001 See Reverse for Instructions

Mail Provides:

...a receipt
...a identifier for your mailpiece
...signature upon delivery

...of delivery kept by the Postal Service for two years

Reminders:

Mail may ONLY be combined with First-Class Mail or Priority Mail.

Mail is not available for any class of international mail.

INSURANCE COVERAGE IS PROVIDED with Certified Mail. For
...please consider insured or Registered Mail.

additional fee, a Return Receipt may be requested to provide proof of
(PS Form 3811) to the article and add applicable postage to cover the
To obtain Return Receipt service, please complete and attach a Return
piece mailpiece "Return Receipt Requested". To receive a fee waiver for
te return receipt, a USPS postmark on your Certified Mail receipt is

ditional fee, delivery may be restricted to the addressee or
authorized agent. Advise the clerk or mark the mailpiece with the
"Restricted Delivery".

on the Certified Mail receipt is desired, please present the arti-
office for postmarking. If a postmark on the Certified Mail
needed, detach and affix label with postage and mail.

e this receipt and present it when making an inquiry.

ry 2001 (Reverse)

102595-M-01-2425

12689

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

tk SEP 18 2002
01:10:45 *no cc*
William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day Of *September* 2002

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Maury Hamer

Chester A. Hawkins
Sheriff

FW

12689

31573

PETER R. DEFAZIO
Sheriff

CLEARFIELD

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

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

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF DEPOSIT BANK

VS.

DEFT. MARY E. NOVARIO

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

ADD. DEFT. of Western Dist.

GARNISHEE 633 U.S. Post Office & Courthouse

ADDRESS Pittsburgh, pa. 15219

MUNICIPALITY or CITY WARD _____

DATE: _____ 19 _____

ATTY'S Phone 814-371-2730

CASE# 02-1011-CD

EXPIRES 7/26/02

☐ SUMMONS/PRAECIPE

☐ SEIZURE OR POSSESSION

☒ NOTICE AND COMPLAINT

☐ REVIVAL of SCI FA

☐ INTERROGATORIES

☐ EXECUTION - LEVY OR GARNISHEE

☐ OTHER

ATTY. Christopher Mohney

ADDRESS 90 Beaver Drive Box 6

DuBois, Pa. 15801

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

Now, JULY 8, 2002 9 I, SHERIFF OF CLEARFIELD COUNTY, PA do hereby deputize 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 whomever 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 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

☐ Property Posted

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 _____

JUL 18 2002

Sheela R. O'Brien

MARIA MARSHALL

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

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

ATTEMPTS _____

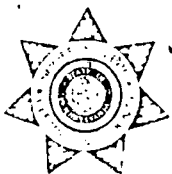
Additional Costs Due \$_____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

PETER R. DEFAZIO, Sheriff
By *[Signature]* Deputy
District _____

White Copy - Sheriff

Yellow - Sheriff

Pink Copy - Attorney



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 al

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 deputize 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.
9th

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,

PLAINTIFF

VS.

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

DEFENDANTS

NO. 02-1011 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING: PRAECIFE
TO SETTLE, DISCONTINUE AND END

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 ¹²cc
9/3/11
AUG 21 2011
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK,

PLAINTIFF

VS.

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

DEFENDANTS

NO. 02-1011 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: PROTHONOTARY OF CLEARFIELD COUNTY

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

BY: 

Christopher E. Monney
Attorney for Plaintiff