

02-1510-CD  
NATIONAL CITY BANK OF PA. vs. WARD R. MCGOVERN, et al.

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

No. 02-1516-CD

COMPLAINT IN MORTGAGE FORECLOSURE

WARD R. MCGOVERN AND  
RUTH M. MCGOVERN

Defendants

**FILED**

SEP 30 2002

William A. Shaw  
Prothonotary

CERTIFICATE OF ADDRESS:  
1907 DOREY STREET EXTENSION  
LAWRENCE TOWNSHIP  
PARCEL NO. #123-LOB-275-28

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

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

BERNSTEIN FILE NO. RP001532

**NOTICE**

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

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

No.

WARD R. MCGOVERN AND  
RUTH M. MCGOVERN

Defendants

NOTICE AND COMPLAINT

NOTICE

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

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

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

COMPLAINT

1. National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio and is hereinafter referred to as "Plaintiff".
2. Defendants are adult individuals who reside at 1907 Dorey Street Extension, Clearfield, CLEARFIELD County, Pennsylvania 16830.
3. On or about November 13, 1995 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1717, Page 261. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.
6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about May 14, 2002 Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said notices are attached hereto marked Exhibit "3", and made a part hereof

9. Plaintiff avers that the outstanding principal balance due is \$24,931.99.

10. Plaintiff is entitled to interest at the rate of 7.375 percent per annum. Interest due from November 1, 2001 through and including September 30, 2002 amounts to \$1,701.63.

11. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently is \$604.48.

12. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$118.80 as of September 30, 2002.

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

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

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$28,206.90 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

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

Lori A. Gibson, Esquire

Attorneys for Plaintiff

1133 Penn Avenue

Pittsburgh, PA 15222

(412) 456-8100

**BERNSTEIN FILE NO. RP001532**

hereby CERTIFY that this document  
is a true copy of the original Office of  
Clearfield County, Pennsylvania.

VOL 1717 PAGE 261

Karen L. Storch  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF R.CORD  
TIME 11:46 PM 11-13 '95  
BY *EDWARD L. STORTZ*  
FEE *17.50*  
Karen L. Storch, Recorder

Please Sign Above This Line For Recording Date

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
November 13, 1995  
The mortgagee is **WARD R MCGOVERN AND RUTH M MCGOVERN**

("Borrower"). This Security Instrument is given to **Integra Mortgage Company**

which is organized and existing under the laws of Commonwealth of Pennsylvania  
and whose address is **226 Allegheny Center Mall Pittsburgh, PA 15212-5286**  
("Lender"). Borrower owes Lender the principal sum of  
Twenty Six Thousand Eight Hundred and 00/100 Dollars (U.S.\$ 26,000.00).  
This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on December 01, 2025. This Security  
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph  
7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to  
Lender the following described property located in **CLEARFIELD** County, Pennsylvania:

## SEE ATTACHED LEGAL DESCRIPTION

which has the address of **1907 DORBY STREET EXT**  
Pennsylvania **16830** ("Property Address");  
(Zip Code)

CLEARFIELD

(Same City).

PENNSYLVANIA-Single Family-EYMA/FHLMC UNIFORM INSTRUMENT  
Form 3000 1/95 Amended 2/91

EXHIBIT

vol 1717 page 262

LEGAL DESCRIPTION

ALL that certain piece or parcel of ground situate in Lawrence Township, Clearfield County, Pennsylvania,

BEGINNING at a point on Dorey Street located 62.3 feet from the Southeast corner of Dorey Street and Nineteenth Street; thence along Dorey Street South 41 degrees 42 minutes East 50 feet; thence South 48 degrees 18 minutes West 150 feet to a sixteen foot alley; thence South 41 degrees 42 minutes West 50 feet to a point; thence North 48 degrees 18 minutes East 150 feet to Dorey Street and place of beginning.

BEING a lot 150 feet in width and extending at a uniform depth of 150 feet from Dorey Street to a sixteen foot alley in the rear

BEING the same premises as were conveyed to the Mortgagors herein by Deed of Lois J. Billotte, et al dated November 13, 1995 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1111, Page 241.

1717 PAGE 263

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property, and all easements, encumbrances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** Borrower is lawfully seized of the estate hereby encumbered and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph R, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section § 2601 et seq. ("FRSMA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made, no applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of all Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any, shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

VOL 1717 PAGE 264

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 2 and 3 or change the amount of the payments. If under paragraph 21 the Property is required by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums accrued by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications**  
Lenderships. Borrower shall occupy, maintain and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the use of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstatement, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gives materially false or inaccurate information or statements to Lender (or fails to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enjoin laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, but not require, these payments as a loss reserve in lieu of mortgage insurance. Late service payments may no longer be

required, at the option of Lender, if mortgage insurance coverage (in the amount and for the term, if any, Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the Property.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection therewith assigned and shall be paid to Lender.

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

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

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

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

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

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets minimum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment within any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given in Borrower or Lender when given or provided in this paragraph.

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

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

VOL 1717 PAGE 266

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

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

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are (an) Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require in order that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remit shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note together with this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration Remedies. Lender shall give Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument; foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender or its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorney's fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Vol 1717 pg 267

23. **Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

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

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payments Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

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

Witness:

*Ward R McGovern* (Seal)  
WARD R McGovern (Seal)  
Borrower

*Ruth M McGovern* (Seal)  
RUTH M McGovern (Seal)  
Borrower

(Seal) (Seal)  
Certificate of Residence      Borrower      Borrower

I, R. Bunting Ganchart, do hereby certify that the correct address  
of the within-named Mortgagor is 116 Allegheny Center Hall, Pittsburgh, PA 15212-5356  
Witness my hand this 13th day of November 1, 1995.

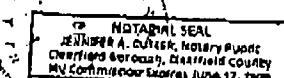
R. Bunting Ganchart Agent of Mortgagor

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County set  
On this, the 13th day of November 1995, before me, the undersigned officer, personally appeared Ward R. McGovern and Ruth M. McGovern

both whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Notary Commission Expires:



*Notary Public*  
Title or Officer

# NOTE

November 13, 1995  
1907 DOREY STREET EXT  
CLEARFIELD  
[Property Address]

Clearfield, Pennsylvania  
(City) (State)

PA 16830

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 26,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Integra Mortgage Company

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.3750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note, and is the amount I will pay on default arrearages in the event I file for bankruptcy.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on January 01, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 01, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 116 Allegheny Center Mall Pittsburgh, Pennsylvania 15212-5356 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 185.10

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

EXHIBIT 2

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

### 9. WAIVERS

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

### 10. UNIFORM SECURED NOTE

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

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

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

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

Ward R. McGovern

(Seal)

WARD R. MCGOVERN

-Borrower

200-22-0376

SSN:

Ruth M. McGovern

(Seal)

RUTH M. MCGOVERN

-Borrower

194-34-8397

SSN:

\_\_\_\_\_

(Seal)

-Borrower

SSN:

\_\_\_\_\_

(Seal)

-Borrower

SSN:

*(Sign Original Only)*

# National City® Mortgage

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

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

May 14, 2002

Ruth M McGovern  
1907 Dorey St Ext  
Clearfield PA 16830

Loan No. 851988-1  
Current Servicer: National City Mortgage

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

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

1907 Dorey St Ext  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
12/1/2001 - 5/1/2002  
and the following amount(s) are now past due:

Monthly Payments	1,439.37
Corporate Fees	425.00
Late Charges	55.56
Other Fees	25.20
Less Suspense Balance	.00-
Total Due	1,520.13

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

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

of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,520.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

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

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

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

---

## EXHIBIT 3

---

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.  
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsville, PA 16901 (570) 724-5252 FAX (570) 724-5783. 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or (1800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5865
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	BrADFORD COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	Commission on Econ Opportunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665- CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	<b>CCCS of Lehigh Valley</b> P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	<b>SUSQUEHANNA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>UNION COUNTY</b> Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (717) 322-2197
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (611) 565-8567	<b>SNYDER COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
PCCA 100 North 17TH Street,Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm. of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
755 York Rd, Suite 103 Warminster PA 18974 FAX(215) 956-6344			

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	<b>GREENE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
<b>DAUPHIN COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	<b>HUNTINGDON COUNTY</b> Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	ELK COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plant Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
<b>DELAWARE COUNTY</b> Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	<b>INDIANA COUNTY</b> CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	<b>FAYETTE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	<b>FULTON COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>JEFFERSON COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118	

# National City® Mortgage

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

May 14, 2002

Ward R McGovern  
1907 Dorey St Ext  
Clearfield PA 16830

Loan No. 851988-1

Current Servicer: National City Mortgage

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

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

1907 Dorey St Ext  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
12/1/2001 - 5/1/2002

and the following amount(s) are now past due:

Monthly Payments	1,439.37
Corporate Fees	425.00
Late Charges	55.56
Other Fees	25.20
Less Suspense Balance	.00-
Total Due	1,520.13

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

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

of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,520.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

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

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

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

---

## EXHIBIT 3

---

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.  
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783. 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1(800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5665
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	BRADFORD COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue, Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6820	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	Commission on Econ Opprtunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665- CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	<b>UNION COUNTY</b> Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 328-0587 FAX (717) 322-2197
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	<b>SNYDER COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
PCCA 100 North 17TH Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290		
755 York Rd, Suite 103 Warminster PA 18974 FAX(215) 977-9244			

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	<b>GREENE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	<b>FRANKLIN COUNTY</b> Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
<b>DAUPHIN COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	<b>HUNTINGDON COUNTY</b> Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	<b>ELK COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
<b>DELAWARE COUNTY</b> Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>ERIE COUNTY</b> Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	<b>INDIANA COUNTY</b> CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	<b>FAYETTE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	<b>FULTON COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>JEFFERSON COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-5050 OR 1-800-427-INFO	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

  
ANITA M. HOLBROOK

**FILED**

Atty fd.  
80.00

18-5387  
SIP  
30 2002

200SF

William A. Shaw  
Prothonotary

*WAS*

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

No. 02-1510-GD

vs.

RUTH M. MCGOVERN

Defendant

PRAECIPE FOR DEFAULT JUDGMENT  
FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

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

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. RP001532

NOTICE

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

**FILED**  
M 2:57 PM Jan 2003  
M 2:57 PM Jan 2003  
JAN 17 2003  
Supt to Pelt

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

RUTH M. MCGOVERN  
Defendant

Civil Action No. 02-1510-GD

PRAECIPE FOR JUDGMENT

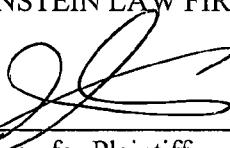
To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$30,310.92, plus continuing late charges, escrow and corporate advances and interest at the rate of 7.375% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$28,206.90
Interest from 10/1/02 through 1/7/03	\$ 500.78
Late charges through 1/7/03	\$ 35.64
Escrow and corporate advances through 1/7/03	\$ 1,567.60
 TOTAL	 \$30,310.92

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

BERNSTEIN LAW FIRM, P.C.

By:   
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
Defendant: 1907 Dorey St. Ext. Clearfield, PA 16830

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

RUTH M. MCGOVERN  
Defendant

Civil Action No. 02-1510-GD

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

Your are hereby notified that the  
following Order or Judgment was  
entered against you on \_\_\_\_\_.

Assumpsit Judgment in the amount  
of \$30,310.92 plus costs.  
 Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.  
 If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA  
 Entry of Judgment of  
 Court Order  
 Non-Pro  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

Civil Action No. 02-1510-GD

RUTH M. MCGOVERN

Defendant

**IMPORTANT NOTICE**

TO: RUTH M. MCGOVERN  
1907 Dorey Street Extension  
Clearfield, PA 16830

Date of Notice: December 12, 2002

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

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

Bernstein Law Firm, P.C.

By:   
Lori A. Gibson, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

VERIFICATION

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

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

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

National City Bank of Pennsylvania  
Plaintiff(s)

No.: 2002-01510-CD

Real Debt: \$30,310.92

Atty's Comm:

Vs.

Costs: \$

Int. From:

Ruth M. McGovern  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 17, 2003

Expires: January 17, 2008

COPIED

Certified from the record this 17th day of January, 2003

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13111

NATIONAL CITY BANK OF PENNSYLVANIA

02-1510-CD

VS.  
MCGOVERN, WARD R. & RUTH M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 1, 2002 AT 9:07 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RUTH M. MCGOVERN, DEFENDANT AT RESIDENCE, 1907 DOREY ST. EXT., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RUTH M. MCGOVERN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JANUARY 16, 2003, AFTER DILIGENT SEARCH IN MY BAILIWICK, I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE. "NOT FOUND" AS TO WARD R. MCGOVERN, DEFENDANT. DEFENDANT IS DECEASED.

---

Return Costs

Cost	Description
25.00	SHFF. HAWKINS PD. BY ATTY.
20.00	SURCHARGE PAID BY ATTY.

FILED  
02-18-03  
JAN 17 2003

William A. Shaw  
Prothonotary

Sworn to Before Me This

12th Day Of January 2003  
W.A. Hawkins

So Answers,

Chester A. Hawkins

Chester A. Hawkins  
Sheriff

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

SEP 30 2002

Attest.

*William B. Mohr*  
Prothonotary/  
Clerk of Courts

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

No. 02-1510-CD

COMPLAINT IN MORTGAGE FORECLOSURE

WARD R, MCGOVERN AND  
RUTH M. MCGOVERN

Defendants

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

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

CERTIFICATE OF ADDRESS:  
1907 DOREY STREET EXTENSION  
LAWRENCE TOWNSHIP  
PARCEL NO. #123-LOB-275-28

BERNSTEIN FILE NO. RP001532

NOTICE

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

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

No.

WARD R. MCGOVERN AND  
RUTH M. MCGOVERN

Defendants

NOTICE AND COMPLAINT

NOTICE

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

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

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

COMPLAINT

1. National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio and is hereinafter referred to as "Plaintiff".
2. Defendants are adult individuals who reside at 1907 Dorey Street Extension, Clearfield, CLEARFIELD County, Pennsylvania 16830.
3. On or about November 13, 1995 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1717, Page 261. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.
6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about May 14, 2002 Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA. Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said notices are attached hereto marked Exhibit "3", and made a part hereof

9. Plaintiff avers that the outstanding principal balance due is \$24,931.99.

10. Plaintiff is entitled to interest at the rate of 7.375 percent per annum. Interest due from November 1, 2001 through and including September 30, 2002 amounts to \$1,701.63.

11. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently is \$604.48.

12. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$118.80 as of September 30, 2002.

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

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

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$28,206.90 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By: 

Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100  
**BERNSTEIN FILE NO. RP001532**

hereby CERTIFY that this document  
is a true copy of the original's Office of  
Clearfield County, Pennsylvania.

*Karen L. Storch*  
Karen L. Storch  
Recorder of Deeds

VOL 1717 PAGE 261

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:46 AM 11-13 '95  
BY *John L. Storch*  
FEE *10.00*  
Karen L. Storch, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
the mortgagor is **WARD R MCGOVERN AND RUTH M MCGOVERN**

November 13, 1995

("Borrower"). This Security Instrument is given to **Integia Mortgage Company**

which is organized and existing under the laws of **Commonwealth of Pennsylvania**  
and whose address is **126 Allegheny Center Mall Pittsburgh, PA 15212-5256**  
("Lender"). Borrower owes Lender the principal sum of  
**Twenty Six Thousand Eight Hundred and 00/100**  
The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
monthly payments, with the full debt, if not paid earlier, due and payable on December 01, 2025. This Security  
Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph  
7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to  
Lender the following described property located in **CLEARFIELD**  
County, Pennsylvania.

SEE ATTACHED LEGAL DESCRIPTION

which has the address of **1907 DORRIS STREET EXT**  
**Pennsylvania 16830** ("Property Address");  
(Zip Code)

**CLEARFIELD**

(County City)

PENNSYLVANIA-Single Family-ITOMA/PHLMC UNIFORM INSTRUMENT  
Form 3000 1/99 Amended 5/91

EXHIBIT /

PAGE 1 OF 7 PAGES

VOL 1717 pg 262

LEGAL DESCRIPTION

ALL that certain piece of parcel of ground situate in Lawrence Township, Clearfield County, Pennsylvania,

BEGINNING at a point on Dorey Street located 62.3 feet from the Southeast corner of Dorey Street and Nineteenth Street; thence along Dorey Street South 41 degrees 42 minutes East 50 feet; thence South 48 degrees 18 minutes West 150 feet to a sixteen foot alley; thence South 41 degrees 42 minutes West 50 feet to a point; thence North 48 degrees 18 minutes East 150 feet to Dorey Street and place of beginning.

BEING a lot 150 feet in width and extending at a uniform depth of 150 feet from Dorey Street to a sixteen foot alley in the rear thereof.

BEING the same premises as were conveyed to the Mortgagors herein by Deed of Lois J. Billotte, et al dated November 13, 1995 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1111, Page 24.

1717 PAGE 263

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and **all** fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the Property is unencumbered, except for encumbrances of record.

**Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any**

**encumbrances of record.**

**THIS SECURITY INSTRUMENT** contains uniform covenants for habitual use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

**2. Funds for Taxes and Insurance.** Subject to applicable law or loan written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender has Borrower's interest in the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a late-time charge for an independent real estate tax reporting service used by Lender in connection with this form, unless inapplicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve (12) monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 21. Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

VOL 1717 PAGE 264

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum received by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.** Lessorships, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the use of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless unanticipated circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing the noncompliance or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protecting of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, partition, for condemnation or forfeiture or to enjoin laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sum secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an approved mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, but not require, these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be

required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an Insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award by claim for damages, direct or consequential, in connection therewith or otherwise assigned and shall be paid to Lender.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend payments.

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

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

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

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

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

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

VOL 1717 PAGE 266

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

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

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require in order that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to retain shall not apply in the case of acceleration under paragraph 19.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. This notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" means substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the title conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

VOL 1717 PAGE 267

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future law providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

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

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

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

Witnesses:

*Ward R. McGovern* (Seal) Borrower

*Ruth M. McGovern* (Seal) Borrower

(Seal) (Seal)  
Certificate of Residence      Borrower      Borrower

I, R. Manning, Gantchart, do hereby certify that the correct address  
of the within-named Mortgagee is 116 Allegheny Center Mall, Pittsburgh, PA 15212-5256  
Witness my hand this 13th day of November 1993.

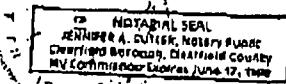
R. Manning, Gantchart Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County is:  
On this, the 13th day of November, 1993, before me, the undersigned officer, personally appeared Ward R. McGovern and Ruth M. McGovern

known to me (or satisfactorily proven) to be the persons herein contained.

IN WITNESS WHEREOF, I have put my hand and official seal.

Notary Commission Expires:



*Annie A. Dutke*  
Notary Public  
Title of Officer

Entered of Record *Nov 13 1993* File # *Karen L. Stark, Recorder*

# NOTE

November 13, 1995  
1907 DOREY STREET EXT  
CLEARFIELD  
[Property Address]

Clearfield, Pennsylvania  
[City] [State]  
PA 16830

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 26,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Integra Mortgage Company

Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.3750 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note, and is the amount I will pay on default arrearages in the event I file for bankruptcy.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on January 01, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 01, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 116 Allegheny Center Mall Pittsburgh, Pennsylvania 15212-5356 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 185.10

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

EXHIBIT 2

### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

### 9. WAIVERS

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

### 10. UNIFORM SECURED NOTE

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

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

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

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

Ward R. McGovern

(Seal)

WARD R. MCGOVERN

-Borrower

200-22-0376

SSN:

Ruth M. McGovern

(Seal)

RUTH M. MCGOVERN

-Borrower

194-34-8397

SSN:

\_\_\_\_\_

(Seal)

-Borrower

SSN:

\_\_\_\_\_

(Seal)

-Borrower

SSN:

*(Sign Original Only)*

# National City® Mortgage

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

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

May 14, 2002

Ruth M McGovern  
1907 Dorey St Ext  
Clearfield PA 16830

Loan No. 851988-1  
Current Servicer: National City Mortgage

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

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

1907 Dorey St Ext  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
12/1/2001 - 5/1/2002

and the following amount(s) are now past due:

Monthly Payments	1,439.37
Corporate Fees	425.00
Late Charges	55.56
Other Fees	25.20
Less Suspense Balance	.00-
Total Due	1,520.13

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

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

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,520.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

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

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

---

## EXHIBIT 3

---

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.  
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783. 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
<b>CCCS of Western PA</b> 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
<b>Financial Counseling Services of Franklin</b> 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
<b>Adams County Housing Authority</b> 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	<b>CCCS of Western Pennsylvania, Inc.</b> 971 Third Street Beaver, PA 15009 (724) 774-0798	<b>BLAIR COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	<b>Keystone Economic Development Corp</b> 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	<b>CCCS of Delaware Valley</b> 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	<b>CCCS of Western Pennsylvania, Inc.</b> 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	<b>HACE</b> 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412)-391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	<b>Weatherization Office</b> 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>CCCS of Delaware Valley</b> Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5865
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	<b>BRADFORD COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	<b>CCCS of Lehigh Valley</b> 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9828 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 15602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601	<b>German Street, P.O. Box 389</b> Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 928-6810	<b>CCCS of Western PA</b> YMCA Building 339 North Washington Street Butler, PA 16001

Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	PIKE COUNTY CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	TIOGA COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
PHILADELPHIA COUNTY Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	POTTER COUNTY Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	SCHUYLKILL COUNTY Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	CCCS of Northeastern Pennsylvania 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	Commission on Econ Opportunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665—CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	SNYDER COUNTY CCCS of Western Pennsylvania, Inc 2000 Lingleston Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
PCCA 100 North 17TH Street,Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	SOMERSET COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	VENANGO COUNTY Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
755 York Rd, Suite 103 Warminster PA 18974	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	<b>GREENE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	FOREST COUNTY Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	FRANKLIN COUNTY Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
<b>DAUPHIN COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	<b>HUNTINGDON COUNTY</b> Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	<b>ELK COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
<b>DELAWARE COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>ERIE COUNTY</b> Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Captial Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	<b>INDIANA COUNTY</b> CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	<b>FAYETTE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	<b>FULTON COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>JEFFERSON COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Buller, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

# National City Mortgage

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

May 14, 2002

Ward R McGovern  
1907 Dorey St Ext  
Clearfield PA 16830

Loan No. 851988-1  
Current Servicer: National City Mortgage

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

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

1907 Dorey St Ext  
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
12/1/2001 - 5/1/2002  
and the following amount(s) are now past due:

Monthly Payments	1,439.37
Corporate Fees	425.00
Late Charges	55.56
Other Fees	25.20
Less Suspense Balance	.00-
Total Due	1,520.13

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

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

of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE  
LENDER, WHICH IS \$ 1,520.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES  
WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.

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

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

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

---

## EXHIBIT 3

---

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783. 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	<b>BLAIR COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5865
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	<b>BRADFORD COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue. Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Montrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-8840	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001

Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	<b>SCHUYLKILL COUNTY</b> Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	German Street, P.O. Box 389 FAX(570)297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Commission on Econ Oppotunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 828-0510 OR 1-800-822-0359 FAX (570) 829-1665- CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-8840 FAX (570) 836-6332
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	<b>SNYDER COUNTY</b> CCCS of Northeastern Pennsylvania, Inc 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	<b>SUSQUEHANNA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>UNION COUNTY</b> Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 328-0587 FAX (717) 322-2197
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
PCCA 100 North 17TH Street,Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
755 York Rd, Suite 103 Wernimont PA 18074	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332		

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	<b>GREENE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	FOREST COUNTY Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	FRANKLIN COUNTY Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
<b>DAUPHIN COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	<b>HUNTINGDON COUNTY</b> Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	ELK COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
<b>DELAWARE COUNTY</b> Acom Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	<b>INDIANA COUNTY</b> CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	FULTON COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>JEFFERSON COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	FAYETTE COUNTY Action Housing, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

  
ANITA M. HOLBROOK

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

NATIONAL CITY BANK OF  
PENNSYLVANIA Successor in interest to  
INTEGRA MORTGAGE COMPANY,

Plaintiff

vs.

Civil Action No. 02-1510 CD

WARD R. MCGOVERN and  
RUTH M. MCGOVERN,

Defendants

PLAINTIFF'S MOTION TO  
AMEND CAPTION NUNC PRO TUNC

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
EDWARD S. WEHRENBERG, ESQ.  
PA I.D. #82559  
Bernstein Law Firm  
Firm #718  
707 Grant Street  
Suite 2200, Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

Bernstein File No. RP001532

FILED

NOV 20 2002

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA Successor in interest to  
INTEGRA MORTGAGE COMPANY,

Plaintiff

vs.

Civil Action No. 02-1510 CD

WARD R. MCGOVERN and  
RUTH M. MCGOVERN,

Defendants

TO: Ruth M. McGovern  
1907 Dorey St. Ext.  
Clearfield, PA 16830

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the attached Motion to Amend Caption of its Mortgage Foreclosure was served on the 18 of November November 2002, by First Class United States mail, postage prepaid, addressed as follows:

Ruth M. McGovern  
1907 Dorey Street Ext.  
Clearfield, PA 16830

  
\_\_\_\_\_  
Lori A. Gibson, Esq.

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

NATIONAL CITY BANK OF  
PENNSYLVANIA Successor in interest to  
INTEGRA MORTGAGE COMPANY,

Plaintiff

vs.

Civil Action No. GD-02-1510 CD

WARD R. MCGOVERN and  
RUTH M. MCGOVERN,

Defendants

MOTION TO AMEND CAPTION NUNC PRO TUNC

AND NOW, comes Plaintiff, National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company, and files this Motion to Amend Caption of its Complaint in Mortgage Foreclosure Nunc Pro Tunc and in support thereof avers the following:

1. Plaintiff, National City Bank, filed a complaint in Mortgage Foreclosure against the Defendants, Ward R. McGovern and Ruth M. McGovern, on September 30, 2002.
  
2. Plaintiff directed the Sheriff of Clearfield County to serve the Defendants at their last known address being 1907 Dorsey Street Extension, Clearfield, Clearfield County, Pennsylvania 16830.

3. The Sheriff made personal service of Plaintiff's Complaint on the Defendant Ruth M. McGovern; however, service was not made on Ward R. McGovern as he was reported by the Sheriff as being deceased.
4. Subsequently, Plaintiff confirmed that the aforesaid Defendant Ward R. McGovern is in fact deceased, having died an intestate resident of Clearfield County on or about May 5, 1999.
5. After a reasonable investigation, it has been determined that no estate has been probated on behalf of the Decedent, Ward McGovern, nor has anyone petitioned the Register of Wills for Clearfield County for appointment as administrator of his estate.
  
6. The property which is the subject matter of the within mortgage foreclosure action was owned jointly by the Defendants, Ward R. McGovern and Ruth M. McGovern, husband and wife, as tenants by the entireties.
7. Because the Defendants owned the property jointly, as tenants by the entireties, title to the property vested solely with Ruth M. McGovern, upon the death of her spouse, Ward R. McGovern.
8. Consequently, Ward R. McGovern should be removed as a Defendant, as neither he nor his heirs are necessary parties to this action.
9. Therefore, Plaintiff must amend the caption of Complaint to remove Ward R. McGovern, as Defendant, and Plaintiff must bring this action against Ruth M. McGovern, only.

WHEREFORE, Plaintiff, National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company, respectfully requests that his Honorable Court issue an Order removing the decedent, Ward R. McGovern, as a defendant herein and amending the caption of Plaintiff's Complaint, nunc pro tunc as follows: "National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company versus Ruth M. McGovern.

BERNSTEIN LAW FIRM, P.C.

BY:

Lori A. Gibson, Esq.  
707 Grant Street  
Suite 2200, Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

FILED

NO  
CC

NOV 11 2002

2002

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA Successor in interest to  
INTEGRA MORTGAGE COMPANY,

Plaintiff

vs.

Civil Action No. 02-1510 CD

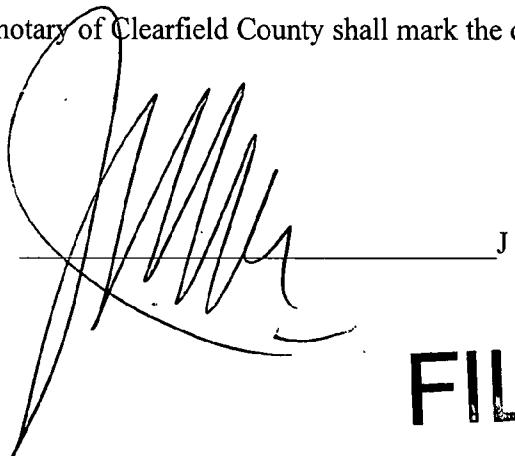
WARD R. MCGOVERN and  
RUTH M. MCGOVERN,

Defendants

**ORDER OF COURT**

AND NOW, to wit, this 20<sup>th</sup> day of November, 2002, upon consideration of the foregoing Motion to Amend Caption Nunc Pro Tunc, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted, and the caption of Plaintiff's complaint is hereby amended as follows: "National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company versus Ruth M. McGovern.

It is FURTHER ORDERED that the Prothonotary of Clearfield County shall mark the docket entries to reflect the amendment affected by this Order.

A handwritten signature in black ink, appearing to read "William A. Shaw", is written over a large, stylized, jagged mark that looks like a signature. A small letter "J" is positioned to the right of the mark.

**FILED**

NOV 20 2002

William A. Shaw  
Prothonotary

FILED

013-5388  
NOV 20 2002

cc  
Amy Gibson  
E  
Ket

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

Civil Action No. 02-1510-*GD*

RUTH M MCGOVERN

Defendant

PRAECIPE FOR WRIT  
OF EXECUTION  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

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

CERTIFICATE OF ADDRESS  
1907 Dorey Street Extension  
Lawrence Township  
Tax Parcel #123-L08-275-28

**FILED**

BERNSTEIN FILE NO. RP001532

FEB 28 2003

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

VS.

Civil Action No. 02-1510-GD

RUTH M MCGOVERN

Defendant

## PRAECIPE FOR WRIT OF EXECUTION

### To the Prothonotary:

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

1. directed to the Sheriff of CLEARFIELD County:
2. against RUTH M MCGOVERN      Defendant:

3. JUDGMENT \$30,310.92

Interest from 1/08/03 to 2/28/03 \$ 265.72

Late charges from 1/08/03 to 2/28/03 \$ 23.76

SUBTOTAL: \$30,600.40

Costs (to be added by Prothonotary): \$ 120.00

Date: 2-20-03

## BERNSTEIN LAW FIRM, P.C.

By

Lori A. Gibson  
Attorney for Plaintiff(s)  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
**BERNSTEIN FILE NO. RP001532**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

Civil Action No. 02-1510-GD

RUTH M MCGOVERN

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Ruth M. McGovern, of, in and to

ALL THAT CERTAIN piece or parcel of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

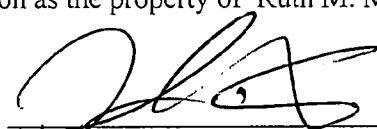
BEGINNING at a point on Dorey Street located 62.3 feet from the Southeast corner of Dorey Street and Nineteenth Street; thence along Dorey Street South 41 degrees 42 minutes East 50 feet; thence South 48 degrees 18 minutes West 150 feet to a sixteen foot alley; thence South 41 degrees 42 minutes West 50 feet to a point; thence North 48 degrees 18 minutes East 150 feet to Dorey Street and place of beginning.

BEING a lot 50 feet in width and extending at a uniform depth of 150 feet from Dorey Street to a sixteen foot alley in the rear thereof.

Tax Assessment No. 123-L08-275-28.

BEING the same premises which Lois J. Billotte and Gail M. Kruse, as Trustees of the Estate of Emma Irene Marsh, by their deed dated November 13, 1995 and recorded November 13, 1995 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1717 Page 256 granted and conveyed to Ward R. McGovern and Ruth M. McGovern. Ward R. McGovern died on or about May 5, 1999, leaving his spouse, Ruth M. McGovern, the sole owner, by operation of law.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-1510-GD, seized and taken in execution as the property of Ruth M. McGovern at the suit of National City Bank of Pennsylvania.



Attorney for Plaintiff

**FILED**

cc Shff  
be units w/lpnpdscr. attached to shff

FEB 10 2003

Atty pd. 20.00

*600*

William A. Shaw  
Prothonotary

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

National City Bank of Pennsylvania successor  
in interest to Integra Mortgage Company

Vs.

NO.: 2002-01510-CD

**COPY**

Ruth M. McGovern

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY, Plaintiff(s) from RUTH M. MCGOVERN, Defendant(s):

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

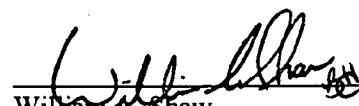
Garnishee(s) as follows:

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

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

AMOUNT DUE: \$30,310.92  
INTEREST from 1/8/03 to 2/28/03: \$265.72  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/28/2003

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES from 1/8/03 to 2/28/03: \$23.76

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

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

Requesting Party: Lori A. Gibson  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in interest  
To INTEGRA MORTGAGE  
COMPANY

Plaintiff  
vs.

Civil Action No. 02-1510-GD

RUTH M MCGOVERN

Defendant

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

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

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

DIRECT DIAL: (412) 456-8100  
BERNSTEIN FILE NO. RP001532

**FILED**

JUN 02 2003

William A. Shaw  
Prothonotary

**NOTICE**

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

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, successor in  
Interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff,

vs.

Civil Action No. 02-1510-GD

RUTH M MCGOVERN

Defendants.

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

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendant, on April 11, 2003 and which was received by Defendants on April 14, 2003 evidenced by Certified Mail Receipts attached hereto as Exhibit "A".

The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) to Lien Creditors on April 11, 2003 as evidenced by Certificate of Mailing attached hereto as Exhibit "B".

  
Cheryl A Bauer  
Cheryl A Bauer, Legal Assistant

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

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

**OFFICIAL USE**

7002	2030	0002	1966	0578
N/A				
Postage \$ 37				
Certified Fee 2.30				
Return Receipt Fee (Endorsement Required) 1.75				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees \$ 4.42				

Sent To *Ruth M McGovern*

Street, Apt. No.,  
or PO Box No. *140 6th Street Apt. 201*

City, State, ZIP+4 *Hawn Run PA 16840*

PS Form 3800, June 2002

See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</li> <li><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <i>Ruth M McGovern</i></p> <p><input checked="" type="checkbox"/> Agent      <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Ruth McGovern</i></p> <p>C. Date of Delivery <i>4/14/03</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <i>B</i> If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p style="margin-left: 20px;"><i>Ruth M McGovern 140 6th Street Apt. 201 Hawn Run, PA 16840</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7002 2030 0002 1966 0578</p>			

Name of Recipient's Firm, P.C.

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

Article Number

1. Pennsylvania Housing  
Finance Agency

2100 Market Street  
Philadelphia, PA 19103

Check type of mail or service:

Addressee (Name, Street, City, State & ZIP Code)

Postage

Fee

Handi  
Chart

Date of Rec'd.

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)

Postmark and

U.S. POSTAGE

PB 2211391

9 8 8 3 \$ 0 2 . 4 0 0 A P R 1 1 0 3 1

7 3 9 0 MAILED FROM ZIP CODE 1 5 2 2 2

2. Pennsylvania Dept. of  
Revenue, Vehicle Tax  
Division, Bureau of Individual  
Taxes

Clayton House  
One North 3rd Street  
Clementon, NJ 08021

Delivery Confirmation

Signature Confirmation

Express Mail

Insured

3. Clementon County Tax  
Claim Bureau

PO Box 208  
Clementon, NJ 08020

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Delivery Confirmation

Signature Confirmation

FILED NO  
M 10:31 AM  
JUN 02 2003  
S. E. B.  
William A. Shaw  
Prothonotary

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

Sheriff Docket # 13879

NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO 02-1510-CD

VS.

MCGOVERN, RUTH M.

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, APRIL 3, 2003 @ 1:51 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF JUNE 6, 2003 WAS SET.**

**NOW, APRIL 7, 2003 @ 1:51 P.M. O'CLOCK SERVED RUTH M. MCGOVERN, DEFENDANT, AT HER RESIDENCE HAWK RUN APTS. #201, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RUTH M. MCGOVERN, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, JUNE, 6, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, AUGUST 11, 2003 PAID COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

**NOW, AUGUST 12, 2003 RETURN WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. PLAINTIFF PURCHASED THE PROPERTY FOR \$1.00 + COSTS**

**NOW, AUGUST 12, 2003 A DEED WAS FILED.**

**SHERIFF HAWKINS \$239.28**

**SURCHARGE \$20.00**

**PAID BY ATTORNEY**

**FILED** *No*  
*013:32 AM* *cc*  
*AUG 12 2003* *JK*

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13879

NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO 02-1510-CD

VS.

MCGOVERN, RUTH M.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

---

Sworn to Before Me This

12<sup>th</sup> Day Of August 2003

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

So Answers,

Chester A. Hawkins  
By Cynthia Bitter Aufderhaar  
Chester A. Hawkins  
Sheriff

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

National City Bank of Pennsylvania successor  
in interest to Integra Mortgage Company

Vs.

NO.: 2002-01510-CD

Ruth M. McGovern

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY, Plaintiff(s) from RUTH M. MCGOVERN, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE: \$30,310.92  
INTEREST from 1/8/03 to 2/28/03: \$265.72  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/28/2003

PAID: \$120.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES from 1/8/03 to 2/28/03: \$23.76



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 3rd day  
of March A.D. 2003  
At 9:00 A.M./P.M.

Requesting Party: Lori A. Gibson  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

Chester A. Hawkins  
Sheriff by Cynthia Butler-Aughmire

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
interest to INTEGRA MORTGAGE  
COMPANY

Plaintiff

vs.

Civil Action No. 02-1510-GD

RUTH M MCGOVERN

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Ruth M. McGovern, of, in and to

ALL THAT CERTAIN piece or parcel of ground situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

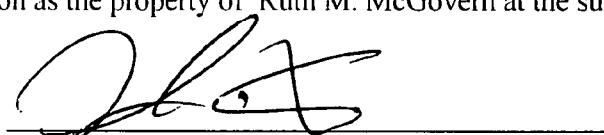
BEGINNING at a point on Dorey Street located 62.3 feet from the Southeast corner of Dorey Street and Nineteenth Street; thence along Dorey Street South 41 degrees 42 minutes East 50 feet; thence South 48 degrees 18 minutes West 150 feet to a sixteen foot alley; thence South 41 degrees 42 minutes West 50 feet to a point; thence North 48 degrees 18 minutes East 150 feet to Dorey Street and place of beginning.

BEING a lot 50 feet in width and extending at a uniform depth of 150 feet from Dorey Street to a sixteen foot alley in the rear thereof.

Tax Assessment No. 123-L08-275-28.

BEING the same premises which Lois J. Billotte and Gail M. Kruse, as Trustees of the Estate of Emma Irene Marsh, by their deed dated November 13, 1995 and recorded November 13, 1995 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1717 Page 256 granted and conveyed to Ward R. McGovern and Ruth M. McGovern. Ward R. McGovern died on or about May 5, 1999, leaving his spouse, Ruth M. McGovern, the sole owner, by operation of law.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. 02-1510-GD, seized and taken in execution as the property of Ruth M. McGovern at the suit of National City Bank of Pennsylvania.



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

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      MCGOVERN      NO.      02-1510-CD

NOW,      June 6, 2003      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      6TH      day of      JUNE      2003, I exposed the within described real estate of      RUTH M. MCGOVERN      to public venue or outcry at which time and place I sold the same to      NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO INTEGRA MORTGAGE COMPANY      he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	38.88
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>239.28</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>28.50</b>

**PLAINTIFF COSTS, DEBIT & INTEREST:**

DEBT-AMOUNT DUE	30,310.92
INTEREST	265.72
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	23.76
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>30,600.40</b>
<b>COSTS:</b>	
ADVERTISING	231.84
TAXES - collector	NONE
TAXES - tax claim	NONE
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	239.28
LEGAL JOURNAL AD	54.00
PROTHONOTARY	120.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	36.00
<b>TOTAL COSTS</b>	<b>854.62</b>

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

CHESTER A. HAWKINS, Sheriff