

02-1946-CD  
THE COMMODEORE CORP. vs. ANGELO SEGALLA, etal

11

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

**THE COMMODORE CORPORATION,**  
Plaintiff

Case No. 02-19416-CD of 2002

v.

**ANGELO SEGALLA and JOANN**  
**SEGALLA, his wife; and MICHAEL A.**  
**SEGALLA and SANDRA LYNN**  
**SEGALLA, his wife,**  
Defendants

**Type of Pleading:**  
Complaint in Mortgage Foreclosure

**Filed On Behalf Of:**  
Plaintiff

**Counsel of Record for this Party:**

Henry Ray Pope III, Esq.  
Supreme Court No. 01530  
POPE AND DRAYER  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

**FILED**

DEC 16 2002

**William A. Shaw**  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Division

THE COMMODORE CORPORATION,  
Plaintiff

v.

ANGELO SEGALLA and JOANN  
SEGALLA, his wife; and MICHAEL A.  
SEGALLA and SANDRA LYNN  
SEGALLA, his wife,  
Defendants

No. \_\_\_\_\_ of 2002

**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, 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.

Keystone Legal Services  
327 Market Street  
Clearfield, PA 16830  
(814) 765-99646

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

THE COMMODORE CORPORATION,	:	
Plaintiff	:	
	:	
v.	:	NO. _____ of 2002
	:	
ANGELO SEGALLA and JOANN	:	
SEGALLA, his wife; and MICHAEL A.	:	
SEGALLA and SANDRA LYNN	:	
SEGALLA, his wife,	:	
Defendants	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, The Commodore Corporation, by its attorney, Henry Ray Pope, III, of the law firm of Pope and Drayer, and files this Complaint in Mortgage Foreclosure upon the following statement of facts:

1. The Commodore Corporation is a Delaware Corporation, with its principal place of business at 1423 Lincolnway East, Goshen, Indiana 46526, and with a place of business in Pennsylvania with an address of P. O. Box 349, Clarion, Pennsylvania 16214.

2. Defendants Angelo Segalla and Joann Segalla are husband and wife, residents of Elk County, with an address of Box 248, R.D. 2, Weedville, Pennsylvania 15868.

3. Defendants Michael A. Segalla and Sandra Lynn Segalla are husband and wife, residents of Clearfield County, with an address of 52 Ponderosa Drive, Penfield, Pennsylvania 15849.

4. On October 13, 1993, the Defendants executed a Mortgage and Mortgage Note in favor of the Plaintiff to secure a debt owed to Plaintiff in the principle amount of \$320,000.00. A copy of the Mortgage and Note are attached hereto, made a part hereof and marked Exhibits "A"

and "B" respectively.

5. The Mortgage identified as Exhibit "A" in Paragraph 4, above, was recorded on October 13, 1993, in the Recorder of Deeds Office in Clearfield County Book 1562, Page 60, and is a first lien on the property described in the Mortgage.

6. The property secured by and subject to the Mortgage is described in the legal description contained within the Mortgage.

7. The Defendants are in default of the Mortgage as they have failed to pay the balance due pursuant to the terms of the Note and Mortgage on October 13, 1998, which balloon payment date was extended by a plan filed by the Defendant in a bankruptcy proceeding filed in the Western District of Pennsylvania at No. 96-22297-BM, to February 6, 2002. By the terms of the Mortgage, upon default of the payment for a period of one month, the entire principal and all interest due thereon is collectible.

8. The following amounts are due on the Mortgage:

Principal Balance as of October 15, 2002	\$320,000.00
Interest to 10/15/02	\$60,663.60
Reasonable Attorneys' Fees	\$19,033.19
TOTAL	\$399,696.79

Plus interest from 10/15/02 at the rate of 8%

9. In accordance with the provisions of the Act of January 30, 1974, Pub.L. 13, No. 6 Section 403, (41 P.S. Section 403) and 35 P.S. Section 1680-402(c), Plaintiff mailed a combined "Act VI and Act 91" Notice to the Defendants. The Notice sent to Angelo Segalla, Box 248, R.D. 2, Weedville, Pennsylvania 15868, was signed for by Angelo Segalla on October 21, 2002; the Notice sent to Joann Segalla, Box 248, R.D. 2, Weedville, Pennsylvania 15868, was signed

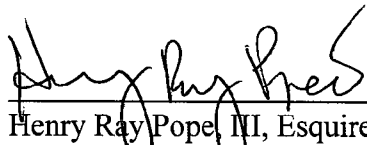
for by Joann Segalla; the Notice sent to Michael A. Segalla, 52 Ponderosa Drive, Penfield, Pennsylvania 15849, was signed for by Michael A. Segalla; and the Notice sent to Sandra Lynn Segalla, 52 Ponderosa Drive, Penfield, Pennsylvania 15849, was signed for by Michael A. Segalla. A copy of the Notice and Return Receipt Cards are attached hereto as Exhibits "C" and "D", respectively.

10. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchase at sheriff's sale.

11. Judgment has not been entered on the aforementioned Mortgage in any jurisdiction.

WHEREFORE, Plaintiff demands judgment in Mortgage foreclosure in its favor and against Defendants, jointly and severally, in the amount of Three Hundred Ninety-Nine Thousand Six Hundred Ninety-Six Dollars and Seventy-Nine Cents (\$399,696.79), plus interest at the rate of 8% from October 15, 2002, and for foreclosure and sale of the mortgaged property.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Henry Ray Pope, III", is written over a horizontal line.

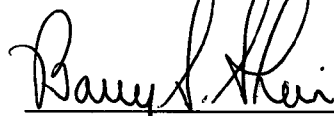
Henry Ray Pope, III, Esquire  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, Barry S. Shein, Chairman & CEO of The Commodore Corporation, says that the averments contained in the foregoing "Complaint in Mortgage Foreclosure" are true and correct to the best of his knowledge, information and belief. The undersigned further states that he understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

THE COMMODORE CORPORATION

By:



Barry S. Shein, Chairman & CEO

Dated: 12/2/02

County Parcel No. \_\_\_\_\_

**This Indenture,**

MADE the 13th day of October

in the year nineteen hundred and ninety three (1993)

BETWEEN MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, husband and wife, and ANGELO SEGALLA and JOANN SEGALLA, husband and wife, parties

of the first part,

and THE COMMODORE CORPORATION, 1423 Lincolnway East, Goshen, Indiana,

party of the second part:

WHEREAS, the said Mortgagors, or parties of the first part,

in and by their certain obligation, or writing obligatory, under their hands and seals, duly executed and bearing even date herewith, stand bound unto the said party of the second part in the sum of Three Hundred Twenty Thousand (\$320,000.00) Dollars, conditioned for the payment of the just and full sum of Three Hundred Twenty Thousand (\$320,000.00) Dollars,

They Certify that this document  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 12:46pm 10-13-93

BY [Signature]

FEES 13.50

Karen L. Starck, Recorder

EXHIBIT

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together with the premiums of insurance, taxes, municipal assessments and charges from time to time assessed against or upon the hereinafter described mortgaged premises, without any fraud or further delay, as in and by the said recited obligation and the conditions thereof, relation to the same being had, more fully and at large appears.



NOW THIS INDENTURE WITNESSETH, that the said parties of the first part, as well for and in consideration of the aforesaid debt or sum of  
 Three Hundred Twenty Thousand (\$320,000.00) Dollars,

and for the better securing the payment thereof unto the said party of the second part, its successors and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar in specie, well and truly paid to the said parties of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns,

ALL of those two certain parcels or pieces of land lying, situated and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of land of Michael Segalla and on the line of lands of Chagrin Land Limited Partnership; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to the place of beginning; thence along said lands North 77 degrees 30 minutes a distance of 452.00 feet to an iron pin; thence through lands of Michael Segalla, South 25 degrees 44 minutes East a distance of 200.60 feet to an iron pin; thence by lands of same South 64 degrees 16 minutes West a distance of 440.00 feet to an iron pin; thence by lands of same, North 25 degrees 44 minutes West a distance of 304.09 feet to the place of beginning. Containing 2.5 acres, more or less.

PARCEL NO. 2: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of lands of Michael Segalla and on the line of lands for Chagrin Land Limited Partnership, being the place of beginning; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to an iron pin; thence along land of Michael Segalla, South 25 degrees 44 minutes East a distance of 304.09 feet to an iron pin; thence along lands of same North 64 degrees 16 minutes East a distance of 440.00 feet to an iron pin; thence by lands of same North 25 degrees 44 minutes West a distance of 200.60 feet to an iron pin; thence by lands of Chagrin Land Limited Partnership North 77 degrees 30 minutes East a distance of 340.14 feet to an existing iron pin; thence by lands of Geraldine Howell, South 33 degrees 27 minutes East a distance of 977.40 feet to a point in Route 255; thence by same South 57 degrees 20 minutes West a distance of 487.73 feet to a point; thence by lands of Michael Segalla, North 31 degrees 46 minutes West a distance of 210.21 feet to an iron pin; thence by same South 61 degrees 07 minutes West a distance of 409.47 feet to an iron pin; thence by same South 29 degrees 41 minutes East a distance of 184.31 feet to a point in Mountain Run Road; thence by same North 82 degrees 20 minutes West a distance of 207.85 feet to a point; thence by land of Michael Segalla, North 13 degrees 11 minutes West a distance of 660.00 feet to an iron pin; thence by same South 76 degrees 40 minutes West a distance of 285.62 feet to an iron pin; thence along lands of D. Morelli, North 13 degrees 11 minutes West a distance of 446.63 feet to the place of beginning. Containing 21.13 acres, more or less.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And it is further understood and agreed, that the said parties of the first part, their heirs and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured in some good and reliable incorporated stock insurance company or companies to the amount of at least Three Hundred Twenty Thousand (\$320,000.00)

Dollars, and the policy or policies shall be assigned to and held by the said party of the second part, its successors or assigns, as collateral security for the payment of moneys secured hereby; and, in case said parties of the first part, their heirs or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said party of the second part, its successors or assigns, may take out such policy or policies in its own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood, that in case default be made at any time in the payment of any one of said installments of debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty days after the same falls due as aforesaid, the whole of the said debt and interest shall, at the option of the said party of the second part, its successors or assigns, thereupon become due and payable, and an action of Mortgage Foreclosure may be properly commenced upon this Indenture of Mortgage, and prosecuted to judgment, execution, and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of 5 per cent. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the said parties of the first part, the heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, its successors or assigns, the aforesaid debt or sum of \$320,000.00 on the day S and time S hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hand S and seal S the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Margaret J. Pichala  
as to all

Michael A. Segalla

Seal

Sandra Lynn Segalla

Seal

Angelo Segalla

Seal

Joann Segalla

Seal

I hereby certify that the precise address of the above named mortgagee is: 1423 Lincolnway  
East, Goshen, IN 46526

October 13 19 93

Attorney for Mortgagee

Commonwealth of Pennsylvania

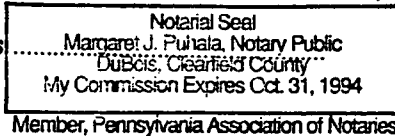
County of Clearfield

ss.

On this, the 13th day of October 19 93, before me, a Notary Public, the undersigned officer, personally appeared Michael A. Segalla, Sandra Lynn Segalla, Angelo Segalla and Joann Segalla, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires



Margaret J. Puhala

Commonwealth of Pennsylvania

County of

ss.

On this, the day of 19 , before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

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

My Commission Expires

Commonwealth of Pennsylvania

County of

ss.

RECORDED in the Office for Recording of Deeds, Etc., in and for said County, in Mortgage Book No. , Page

WITNESS my Hand and Official Seal this day of , 19

Recorder of Mortgages

DAVID P. KING  
ATTORNEY AT LAW  
23201 BEAVER DRIVE  
P.O. BOX 1016  
DUBOIS, PA. 15801

Entered of Record OCT 13 1993, 12:46 PM Karen L. Starck, Recorder

# Know all Men by these Presents,

THAT MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, husband and wife,  
and ANGELO SEGALLA and JOANN SEGALLA, husband and wife,

held and firmly bound unto THE COMMODORE CORPORATION, 1423 Lincolnway East,  
Goshen, Indiana,

Three Hundred Twenty Thousand (\$320,000.00)

in the sum of

Dollars,

to be paid to the said The Commodore Corporation

, or its certain

attorney, successors or assigns: to which payment well and truly to be made and done,

do

bind themselves, heirs, executors, administrators and every of them, firmly by these presents.

Sealed with their seal s, and dated the 13th day of October

A. D. 19 93.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Mortgagors,  
their

heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid unto  
the above named The Commodore Corporation, its successors or assigns,

the said sum of Three Hundred Twenty Thousand (\$320,000.00) Dollars,  
payable as follows: Principal and interest at the rate of eight  
percent per annum, on all monies disbursed hereunder up to the  
amount of \$320,000.00. Such interest rate to be adjusted each six  
(6) months using as the base interest rate prime plus two percent,  
with the same currently calculated as eight percent above noted.

All such monies lent and disbursed hereunder together with interest  
above noted shall be amortized over a period of 15 years in equal  
monthly installments calculated accordingly herewith. Such payments  
to begin thirty (30) days after the first disbursement.

Notwithstanding the above, there shall be due and payable to the  
holder hereof a balloon payment for all outstanding monies due  
hereunder at the end of five (5) years, at which time all principal,  
interest and penalty due hereunder shall be immediately due and  
payable.

Additionally, after the 36th payment above mentioned, the same based  
on a 15 year amortization schedule, said payments shall be re-  
amortized over a period of 5 years in equal monthly installments  
calculated accordingly herewith. These payments are to continue  
until the balloon payment as provided for above is made.

without any fraud or further delay, then this obligation to be void and of none effect, otherwise to be and  
remain in full force and virtue.

And it is further understood and agreed, that the said Michael A. Segalla, Sandra Lynn  
Segalla, Angelo Segalla and Joann Segalla, their

heirs and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against

EXHIBIT

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or upon the mortgaged premises securing this bond forthwith when the same become due and payable, and will keep the buildings erected upon the premises mentioned in the Mortgage accompanying this bond insured in some good and reliable incorporated stock insurance company or companies, to the amount of at least Three Hundred Twenty Thousand (\$320,000.00) Dollars, and the policy or policies shall be assigned to and held by the said The Commodore Corporation, its successors and assigns, as collateral security for the payment of the moneys secured hereby, and in case said Obligor, their heirs and assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal

assessments and charges aforesaid, forthwith when the same become due and payable, the said Obligee, its successors or assigns, may take out such policy or policies in its own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges shall bear interest from the time of payment and be added to and collected as part of said principal sum, and in the same manner.

And it is further agreed and understood, that in case default shall be made in the payment of any installment of principal or interest or premium of insurance as aforesaid, or of any taxes, municipal assessments and charges as aforesaid, hereby secured or agreed to be paid, for a period of thirty days after the same shall become due and payable by the terms hereof, then and in that case the whole of the said principal sum and interest shall, at the option of the said Obligee, its successors or assigns, become forthwith due and payable, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

And further, we do hereby authorize and empower any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and confess judgment against us for the above penal sum, with or without declaration, with costs of suit, release of errors, without stay of execution, and with 5 per cent., added for collection fees. And we hereby waive and release all relief from any and all appraisal, stay or exemption laws of any State now in force or hereafter to be passed. Said collection fee is hereby directed to be added in and to constitute a part of said judgment.

Witness our hands and seals, this 13th day of October, A.D. 1993.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Margaret J. Ruhala  
as to all

Michael A. Segalla

Sandra Lynn Segalla

Angelo Segalla

Joann Segalla

Seal

Seal

Seal

Seal

I hereby certify that the precise address of the above named Obligee is: 1423 Lincolnway East, Goshen, Indiana 46526

October 13 1993

Attorney for Obligee

DAVID P. KING  
ATTORNEY AT LAW  
23 BEAVER DRIVE  
P.O. BOX 1016  
DUBOIS, PA. 15801

## NOTICE OF INTENTION TO FORECLOSE MORTGAGE

**IMPORTANT: ACT 91 NOTICE OF HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE**

**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE  
TOWARD YOUR MORTGAGE PAYMENTS.**

RE: Segalla Mortgage

TO: Angelo and Joann Segalla  
Box 248, R.D. 2  
Weedville, PA 15868

Michael A. and Sandra Lynn Segalla  
52 Ponderosa Drive  
Penfield, PA 15849

The mortgage held by The Commodore Corporation (hereinafter referred to as we, us, or ours) on your property located in Huston Township, Clearfield County, Pennsylvania, is in serious default because the balance of the Mortgage is due in full as of October 15, 2002, in the amount of \$380,663.90. Late charges have also accrued to this date. The total amount now required to cure this default, or in other words, bring your payments current as of the date of this letter is \$ 380,663.90. This sum includes the following:

Principal and interest through October 15, 2002.

Your mortgage is also in default for the following reasons: N/A

You may cure this default within thirty (30) days of the date of this letter by paying to us the amount of \$ 380,663.90, plus any additional monthly payments and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check, or money order made payable and presented or mailed to Henry Ray Pope, III, Esquire at 10 Grant Street, Clarion, Pennsylvania 16214.

If you do not cure the default within thirty (30) days from the date of this notice, we intend to exercise our rights to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within thirty (30) days, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. In the event of such foreclosure suit, you have the right to assert in the foreclosure proceedings the non-existence of a default or any other defense to acceleration and foreclosure. If the mortgage is foreclosed, your mortgaged property

EXHIBIT

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will be sold by the sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty (30) day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you will have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and cost connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a sheriff's sale could be held would be approximately February 1, 2003. A notice of 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 request written notice of exactly what the required payment will be by calling us at (814) 226-5700. This payment must be in cash, cashier's check, certified check, or money order and may be made payable to The Commodore Corporation at the address stated above.

You should realize that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live on the property after the sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. You have the right to sell the property to obtain money to pay off the mortgage debt or to borrow money from another lending institution to pay off this debt. You have the right to have this default cured by any third party acting on your behalf. You have the right to assert the nonexistence of a default in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents. You also have the right to assert any other defense you believe you may have to such action by the lender and to seek protection under the Federal Bankruptcy Law. You may not sell or transfer the property to a buyer who will assume the mortgage debt.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION  
IN BANKRUPTCY, THE PRECEDING 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.)**

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners Emergency Mortgage Assistance Act of 1983 (the Act). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, if you have a reasonable prospect of being able to pay your mortgage payments, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. PLEASE READ ALL OF THIS NOTICE. It contains an explanation of your rights.

Under the Act you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time, you MUST arrange and attend a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency listed at the end of this notice. The purpose of this meeting is to attempt to work out a repayment plan or to otherwise settle your delinquency. The meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender or with a consumer credit counseling agency identified in this notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The name, address, and telephone number of our representative is:

Henry Ray Pope, III, Esquire  
10 Grant Street  
Clarion, PA 16214  
(814) 226-5700

The name(s) and address(es) of (a) designated consumer credit counseling agency(ies) is (are):

(See attached listing)

It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your face-to-face



meeting, you have the right to apply for financial assistance from the Homeowners Emergency Mortgage Assistance Fund. In order to do this you must fill out, sign, and file a completed Homeowners Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The application may be obtained from one of the designated consumer credit counseling agencies listed above. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of the face-to-face meeting.

The Pennsylvania Housing Finance Agency is located at: 2101 North Front Street, P. O. Box 8029, Harrisburg, PA 17105. The telephone number is (717)780-3800 or (toll free) (800)342-2397. Persons with impaired hearing can call (717)780-1869.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately and you will forfeit your eligibility for assistance.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

If you choose to exercise your rights described in this notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Henry Ray Pope, III, Esquire

(Officer)

Attorney for The Commodore Corporation

(Title)

October 17, 2002

(Date)

The U.S. Department of Housing and Urban Development (HUD) contracts with various agencies to furnish free, comprehensive housing counseling services to the people of Western Pennsylvania.

These Counseling Agencies can be of help to people in the following ways:

1. Expert counseling services.
2. Thorough understanding of HUD programs.
3. Contacts with community services.
4. Help in preventing delinquencies and foreclosures in housing.
5. Assistance in rental delinquency and rental withholding.
6. Personal and household budgeting.
7. House care and maintenance.
8. Rental assistance programs.
9. Housing care and maintenance.
10. Referrals to appropriate expert agencies for resolution of housing related difficulties.
11. Landlord/Tenant complaints.
12. Prepurchase counseling.
13. Reverse mortgage (HECM) counseling.

The Counseling Agencies in Western Pennsylvania are listed below.

#### **ALLEGHENY COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
309 Smithfield Street, Suite 2000  
Pittsburgh, PA 15222  
(412) 471-7584

Council of Three Rivers  
American Indian Center, Inc.  
200 Charles Street  
Pittsburgh, PA 15238  
(412) 782-4457

Elder-Ado, Inc.  
320 Brownsville Road  
Pittsburgh, PA 15210  
(412) 381-6900

Garfield Jubilee Association  
5138 Penn Avenue  
Pittsburgh, PA 15224  
(412) 665-5200

Hill Community Development Corp.  
2015-2017 Center Avenue  
Pittsburgh, PA 15219  
(412) 765-1320

Housing Opportunities  
133 7th Street, P.O. Box 9  
McKeesport, PA 15134  
(412) 664-1590

Three Rivers Center for Independent Living  
7110 Penn Avenue  
Pittsburgh, PA 15208  
(412) 371-7700

Urban League Housing Counseling Service,  
Inc.  
1 Smithfield Street, 3rd Floor  
Pittsburgh, PA 15222  
(412) 261-1130

#### **BEAVER COUNTY**

#### **ERIE COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
524 Franklin Avenue  
Aliquippa, PA 15001  
(412) 375-0770

#### **BLAIR COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500 Third Avenue  
Duncansville, PA 16635-0278  
(814) 696-3546

#### **BUTLER COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
YMCA Building  
339 N. Washington Street  
Butler, PA 16001  
(724) 282-7812

#### **CAMBRIA COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
550 Main Street  
Johnstown, PA 15901  
(814) 539-6335

#### **CRAWFORD COUNTY**

Associated Family Services  
213 Center Street  
Meadville, PA 16335  
(814) 337-8450

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
Human Service Complex  
Titusville, PA 16354  
(814) 337-8219

#### **GREENE COUNTY**

Bayfront NATO, Inc.  
Martin Luther King Center  
312 Chestnut Street  
Erie, PA 16507  
(814) 459-2761

Booker T. Washington, Inc.  
1720 Holland Street  
Erie, PA 16503  
(814) 453-5744

Erie Independence House, Inc.  
2222 Filemore Avenue  
Erie, PA 16506  
(814) 838-7222

Greater Erie Community Action Committee  
18 West 9th Street  
Erie, PA 16501  
(814) 459-4581

#### **ELK COUNTY**

Elk County Housing Authority  
424 Water Street  
Johnsonburg, PA 15845  
(814) 965-2532

#### **FAYETTE COUNTY**

Fayette County Community Action Agency  
137 North Besson Avenue  
Uniontown, PA 15401  
(724) 437-6050

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
675-C Cherry Tree Lane  
Uniontown, PA 15401  
(724) 439-8939

Tri County Partnership for Independent Living  
560 Coolspring Street  
Uniontown, PA 15401  
(724) 439-1434

#### **WARREN COUNTY**

Washington/Greene Community Action Corp.  
22 West High Street  
Waynesburg, PA 15370  
(724) 852-2893

#### **INDIANA COUNTY**

Indiana County Community Action Program,  
Inc.  
827 Water Street  
P. O. Box 187  
Indiana, PA 15701  
(724) 465-2657

#### **LAWRENCE COUNTY**

Lawrence County Social Services  
33-39 South Jefferson Street  
New Castle, PA 16101  
(724) 658-7258

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
First Federal Plaza  
New Castle, PA 16101-3722  
(724) 652-8074

#### **MERCER COUNTY**

Mercer County Community Action  
309 Ohio Street  
Sharon, PA 16146  
(724) 342-6222

Shenango Valley Urban League  
39 Chestnut Street  
Sharon, PA 16146  
(724) 981-5310

#### **SOMERSET COUNTY**

Tableland Services, Inc.  
131 North Central Avenue  
Somerset, PA 15501  
(814) 445-9628

Warren-Forest Counties Economic  
Opportunities Council  
P. O. Box 547  
Warren, PA 16365  
(814) 726-2400

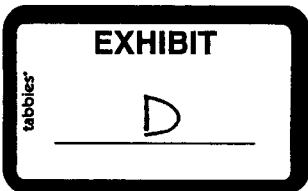
#### **WASHINGTON COUNTY**

Tri-County Partnership for Independent  
Living  
69 East Beau Street  
Washington, PA 15301  
(724) 223-5115

Washington/Greene Community Action  
Corp.  
315 E. Hallam Street  
Washington, PA 15301  
(724) 225-9550

#### **WESTMORELAND COUNTY**

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
One Northgate Square  
2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Joan Segalla  
Box 248, RD 2  
Weedville PA 15868

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery  
JOAN SEGALLA 10-21-

C. Signature

*Joan Segalla* ☐ Agent ☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7000 1670 0003 1933 0954

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

102595-00-M-0952

Domestic Return Receipt

PS Form 3811, July 1999

2. Article Number (Copy from service label)

7000 1670 0002 1933 0954

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

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

C. Signature *Joan Segalla* ☐ Agent ☒ Addressee

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

JOAN SEGALLA 10-21-

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Angelo Segalla  
Box 248, RD 2  
Weedville PA 15868

# SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Michael A. Segalla  
52 Ponderosa Drive  
Penfield, PA 15849

Article Number (Copy from service label)

7000 1610 0002 1933 0935

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

# COMPLETE THIS SECTION ON DELIVERY

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

MICHAEL A. SEGALLA 10/21/99

C. Signature

*Michael A. Segalla*

☐ Agent  
☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

102595-00-M-0952

Domestic Return Receipt

PS Form 3811, July 1999

2. Article Number (Copy from service label)

7000 1610 0002 1933 0935

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

3. Service Type

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

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

C. Signature ☐ Agent  
*Michael A. Segalla* ☐ Addressee

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

MICHAEL A. SEGALLA 10/21/99

# COMPLETE THIS SECTION ON DELIVERY

# SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sandra Lynn Segalla  
52 Ponderosa Drive  
Penfield, PA 15849

FILED

Atty Pope

Pd. 85:00

DEC 19 2002

4 CC SH SF

William A. Shaw  
Prothonotary

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

Sheriff Docket # 13429

THE COMMODORE CORPORATION

02-1946-CD

VS.

SEGALLA, ANGELO & JOANN al

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

---

NOW DECEMBER 30, 2002 AT 9:20 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA LYNN SEGALLA, DEFENDANT AT RESIDENCE, 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA PISARCHICK, DAUGHTER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

NOW DECEMBER 30, 2002 AT 9:20 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL A. SEGALLA, DEFENDANT AT RESIDENCE, 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA PISARCHICK, DAUGHTER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

NOW DECEMBER 17, 2002, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANGELO & JOANN SEGALLA, DEFENDANTS.

NOW DECEMBER 30, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORELCOSURE ON ANGELO JOANN SEGALLA, DEFENDANTS BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATNIG THAT HE SERVED BOTH COPIES ON JOANN SEGALLA, DEFENDANT AND WIFE OF ANGELO.

**FILED**

JAN 29 2003

6/22/08 p.m.

William A. Shaw  
Prothonotary

*[Handwritten signature]*



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

Sheriff Docket # 13429

THE COMMODORE CORPORATION

02-1946-CD

VS.

SEGALLA, ANGELO & JOANN al

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

Return Costs

Cost	Description
57.29	SHFF. HAWKINS PD. BY: ATTY.
39.60	SHFF. KONTES PAID BY; ATTY.
40.00	SURCHARGE PAID BY; ATTY.
<u>136.89</u>	

Sworn to Before Me This

29<sup>th</sup> Day Of May 2003

William L. Hark

So Answers,

Chester A. Hawkins  
by Nancy L. Hark  
Chester A. Hawkins  
Sheriff

# Affidavit of Service

The Commodore Corporation

vs.

Angelo Segalla & Joann Segalla, et al

No. 1946 Term, 20 02

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW December 30, 20 02 at 12:04 o'clock P.M.

served the within Complaint in Mortgage Foreclosure on Angelo Segalla and Joann Segalla

at 4900 Gardner Hill Rd., Weedville, Elk County, PA

by handing to Joann Segalla, wife,  
two copies  
a true and attested copy of the original Complaint in Mortgage Foreclosure and made  
known to her the contents thereof. Sheriff's Costs - \$39.60 PAID

Sworn to before me this 7<sup>th</sup>

day of January A.D. 20 03

*Carol J. Frey*

My Commission Expires  
January 5, 2004

Prothonotary

So answers,

*Thomas C. Korte*

Sheriff

*Jeffrey M. Bluff*

Deputy

118.11-010

SERVE:

ANGELO & JOANN SEGALLA

ADDRESS:

Box 248, rD#2, Weedville, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 17<sup>th</sup> Day of December 2002.

Respectfully,

*Chester A. Hawkins*

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION, :  
Plaintiff :

v. :

ANGELO SEGALLA and JOANN :  
SEGALLA, his wife; and MICHAEL A. :  
SEGALLA and SANDRA LYNN :  
SEGALLA, his wife, :  
Defendants :

FILED

AUG 13 2003

William A. Shaw  
Prothonotary/Clerk of Courts

No. 1946 C.D. 2002

**PRAECIPE FOR WRIT OF EXECUTION AND/OR**  
**ATTACHMENT EXECUTION**

TO THE PROTHONOTARY: ISSUE WRIT OF EXECUTION IN THE ABOVE  
MATTER.

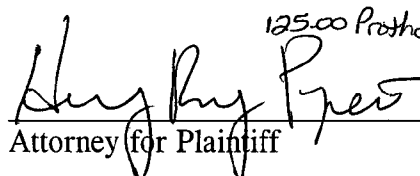
- (1) Direct to the Sheriff of Clearfield County, Pennsylvania;
- (2) against above-named Defendants for debt, interest and costs;

ALSO

- (3) ISSUE WRIT OF ATTACHMENT EXECUTION to the Sheriff of Clearfield County, Pennsylvania, for debt, interest and costs, directing attachment against \_\_\_\_\_  
N/A Garnishee(s); for the property described in the attached exhibit, and all other property of the Defendant(s) in the possession, custody or control of the Garnishee(s).
- (4) and index (a) this writ against the above named Defendants and ~~(b) against the above named garnishee(s), as a lis pendens against the real property of the defendant(s) in the name of the garnishee(s) as described in the attached exhibit.~~
- (5) Amount Due \_\_\_\_\_ \$423,416.25

Plus Interest from 8/6/03, at the rate  
of 6%, plus costs

Dated: 8-8-03

*125.00 Prothonotary Costs*  
  
\_\_\_\_\_  
Attorney for Plaintiff

County Parcel No. \_\_\_\_\_

## This Indenture,

MADE the 13th day of October

in the year nineteen hundred and ninety three (1993)

BETWEEN MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, husband and wife, and ANGELO SEGALLA and JOANN SEGALLA, husband and wife, parties

of the first part,

and THE COMMODORE CORPORATION, 1423 Lincolnway East, Goshen, Indiana,

party of the second part:

WHEREAS, the said Mortgagors, or parties of the first part,

in and by their certain obligation, or writing obligatory, under their hands and seals, duly executed and bearing even date herewith, stand bound unto the said party of the second part in the sum of Three Hundred Twenty Thousand (\$320,000.00) Dollars, conditioned for the payment of the just and full sum of Three Hundred Twenty Thousand (\$320,000.00) Dollars,

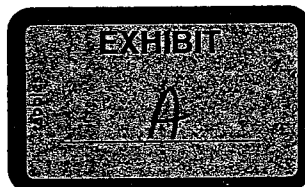
They Certify that this document  
recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:46pm 10-13-93  
BY *Daniel R. [Signature]*  
FEES 13.50  
Karen L. Starck, Recorder



together with the premiums of insurance, taxes, municipal assessments and charges from time to time assessed against or upon the hereinafter described mortgaged premises, without any fraud or further delay, as in and by the said recited obligation and the conditions thereof, relation to the same being had, more fully and at large appears.

NOW THIS INDENT WITNESSETH, that the said parties of the first part, as well for and in consideration of the aforesaid debt or sum of  
 Three Hundred Twenty Thousand (\$320,000.00) Dollars,

and for the better securing the payment thereof unto the said party of the second part, its successors and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar in specie, well and truly paid to the said parties of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns,

ALL of those two certain parcels or pieces of land lying, situated and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of land of Michael Segalla and on the line of lands of Chagrin Land Limited Partnership; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to the place of beginning; thence along said lands North 77 degrees 30 minutes a distance of 452.00 feet to an iron pin; thence through lands of Michael Segalla, South 25 degrees 44 minutes East a distance of 200.60 feet to an iron pin; thence by lands of same South 64 degrees 16 minutes West a distance of 440.00 feet to an iron pin; thence by lands of same, North 25 degrees 44 minutes West a distance of 304.09 feet to the place of beginning. Containing 2.5 acres, more or less.

PARCEL NO. 2: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of lands of Michael Segalla and on the line of lands for Chagrin Land Limited Partnership, being the place of beginning; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to an iron pin; thence along land of Michael Segalla, South 25 degrees 44 minutes East a distance of 304.09 feet to an iron pin; thence along lands of same North 64 degrees 16 minutes East a distance of 440.00 feet to an iron pin; thence by lands of same North 25 degrees 44 minutes West a distance of 200.60 feet to an iron pin; thence by lands of Chagrin Land Limited Partnership North 77 degrees 30 minutes East a distance of 340.14 feet to an existing iron pin; thence by lands of Geraldine Howell, South 33 degrees 27 minutes East a distance of 977.40 feet to a point in Route 255; thence by same South 57 degrees 20 minutes West a distance of 487.73 feet to a point; thence by lands of Michael Segalla, North 31 degrees 46 minutes West a distance of 210.21 feet to an iron pin; thence by same South 61 degrees 07 minutes West a distance of 409.47 feet to an iron pin; thence by same South 29 degrees 41 minutes East a distance of 184.31 feet to a point in Mountain Run Road; thence by same North 82 degrees 20 minutes West a distance of 207.85 feet to a point; thence by land of Michael Segalla, North 13 degrees 11 minutes West a distance of 660.00 feet to an iron pin; thence by same South 76 degrees 40 minutes West a distance of 285.62 feet to an iron pin; thence along lands of D. Morelli, North 13 degrees 11 minutes West a distance of 446.63 feet to the place of beginning. Containing 21.13 acres, more or less.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And it is further understood and agreed, that the said parties of the first part, their heirs and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured in some good and reliable incorporated stock insurance company or companies to the amount of at least Three Hundred Twenty Thousand (\$320,000.00)

Dollars, and the policy or policies shall be assigned to and held by the said party of the second part, its successors or assigns, as collateral security for the payment of moneys secured hereby; and, in case said parties of the first part, their heirs or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said party of the second part, its successors or assigns, may take out such policy or policies in its own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood, that in case default be made at any time in the payment of any one of said installments of debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty days after the same falls due as aforesaid, the whole of the said debt and interest shall, at the option of the said party of the second part, its successors or assigns, thereupon become due and payable, and an action of Mortgage Foreclosure may be properly commenced upon this Indenture of Mortgage, and prosecuted to judgment, execution, and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of 5 per cent. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the said parties of the first part, the heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, its successors or assigns, the aforesaid debt or sum of \$320,000.00 on the day S and time S hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hand S and seal S the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Margaret J. Puhola  
as to all

Michael A. Segalla

Seal

Sandra Lynn Segalla

Seal

Angelo Segalla

Seal

Joann Segalla

Seal

I hereby certify that the precise address of the above named mortgagee is: 1423 Lincolnway  
East, Goshen, IN 46526

October 13 19 93

Attorney for Mortgagee

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 13th day of October 19 93, before me, a Notary Public, the undersigned officer, personally appeared Michael A. Segalla, Sandra Lynn Segalla, Angelo Segalla and Joann Segalla, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires

Notarial Seal  
Margaret J. Puhala, Notary Public  
Dubois, Clearfield County  
My Commission Expires Oct. 31, 1994

Member, Pennsylvania Association of Notaries

Margaret J. Puhala

Commonwealth of Pennsylvania

County of

ss.

On this, the day of 19 , before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

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

My Commission Expires

Commonwealth of Pennsylvania

County of

ss.

RECORDED in the Office for Recording of Deeds, Etc., in and for said County, in Mortgage Book No. , Page

WITNESS my Hand and Official Seal this day of , 19

Recorder of Mortgages

DAVID P. KING  
ATTORNEY AT LAW  
23201 BEAVER DRIVE  
P.O. BOX 1016  
DUBOIS, PA. 15801

Entered of Record OCT 13 1993 . 12:46 PM Karen I. Starck, Recorder

FILED

Adm. pd. 20.00

M/2:00 PM  
AUG 13 2003

1 cc & LeWitts

William A. Shaw

Prothonotary/Clerk of Courts

to Staff



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

Commodore Corporation

Vs.

NO.: 2002-01946-CD

Angelo Segalla and Joann Segalla,  
his wife; and Michael A. Segalla and  
Sandra Lynn Segalla, his wife

COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due COMMODORE CORPORATION, Plaintiff(s) from ANGELO SEGALLA and JOANN SEGALLA, his wife; and MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property

(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: \$423,416.25  
INTEREST from 8/6/03, at the rate of 6%  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/13/2003

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

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

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

Requesting Party: Henry Ray Pope, III, Esq.  
10 Grant Street  
Clarion, PA 16214

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION, :  
Plaintiff :

v. :

ANGELO SEGALLA and JOANN :  
SEGALLA, his wife; and MICHAEL A. :  
SEGALLA and SANDRA LYNN :  
SEGALLA, his wife, :  
Defendants :

No. 1946 C.D. 2002

**FILED**

**AUG 13 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

AND NOW comes the Plaintiff in the above captioned matter, by its attorney, Henry Ray Pope III, and requests the Prothonotary to enter Default Judgment in favor of the Plaintiff and against the Defendants in the following amount:

Amount of Claim	\$399,696.79
Interest from 10/15/02 to 8/5/03 at the rate of 8%	\$23,502.17
Costs	<u>\$217.29</u>
Real Debt	\$423,416.25

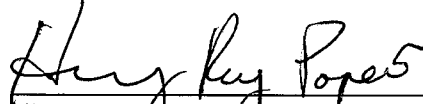
Plus interest from 8/6/03 at the rate of 6%.

In connection with the Praecipe, the Plaintiff submits:

1. That the Defendants were served with the Complaint on December 30, 2002, which contained a Notice to plead within twenty (20) days. See Attached Exhibit "A".
2. That a timely response was not made.

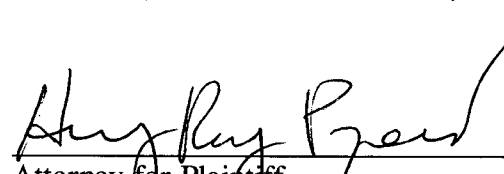
3. That on April 9, 2003, Notices of Intention to Enter a Default Judgment were mailed to the Defendants and that as of the date of this Praeipe no pleading has been filed.

See attached Exhibit "B".

  
Henry Ray Pope III, Esquire  
Attorney for Plaintiff

I hereby certify that the precise residence address of the Plaintiff is 1423 Lincolnway East, Goshen, Indiana 46526, and the last known address of the Defendants Angelo Segalla and Joann Segalla, his wife, is Box 248, R.D. 2, Weedville, PA 15868, and Defendants Michael A. Segalla and Sandra Lynn Segalla, his wife, is 52 Ponderosa Drive, Penfield, PA 15849.

8-11-03  
Date

  
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13429

THE COMMODORE CORPORATION

02-1946-CD

vs.

SEGALLA, ANGELO & JOANN al

COPY

COMPLAINT IN MORTGAGE FORECLOSURE

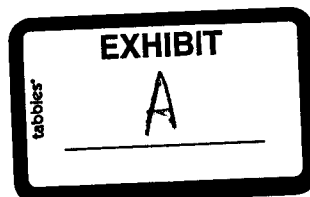
SHERIFF RETURNS

NOW DECEMBER 30, 2002 AT 9:20 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA LYNN SEGALLA, DEFENDANT AT RESIDENCE, 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA PISARCHICK, DAUGHTER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

NOW DECEMBER 30, 2002 AT 9:20 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHAEL A. SEGALLA, DEFENDANT AT RESIDENCE, 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JESSICA PISARCHICK, DAUGHTER, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

NOW DECEMBER 17, 2002, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANGELO & JOANN SEGALLA, DEFENDANTS.

NOW DECEMBER 30, 2002 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORELCOSURE ON ANGELO JOANN SEGALLA, DEFENDANTS BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATNIG THAT HE SERVED BOTH COPIES ON JOANN SEGALLA, DEFENDANT AND WIFE OF ANGELO.



JAN 31 2003

**COPY**

# Affidavit of Service

The Commodore Corporation

vs.

Angelo Segalla & Joann Segalla, etal

No. 1946 Term, 20 02

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW December 30, 20 02 at 12:04 o'clock P.M.

served the within Complaint in Mortgage Foreclosure on Angelo Segalla and Joann  
Segalla

at 4900 Gardner Hill Rd., Weedville, Elk County, PA

by handing to Joann Segalla, wife,

two copies

a true and attested ~~copy~~ of the original Complaint in Mortgage Foreclosure and made

known to her the contents thereof. Sheriff's Costs - \$39.60 PAID

Sworn to before me this 7<sup>th</sup>

day of January A.D. 20 03

*Carole J. Frey*

My Commission Expires  
January 5, 2004

Prothonotary

So answers,

*Thomas C. Korte*

Sheriff

*Justin M. Bluff*

Deputy

118.11-010

RECEIVED JAN 1 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION, :  
Plaintiff :

v. :

ANGELO SEGALLA and JOANN :  
SEGALLA, his wife; and MICHAEL A. :  
SEGALLA and SANDRA LYNN :  
SEGALLA, his wife, :  
Defendants :

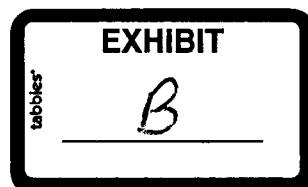
No. 1946 CD 2002

IMPORTANT NOTICE


TO: ANGELO SEGALLA (First Class U.S. Mail, postage prepaid)  
4900 GARDNER HILL ROAD  
WEEDVILLE, PA 15868

DATE: APRIL 9, 2003

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



Keystone Legal Services  
327 Market Street  
Clearfield, PA 16830  
(814) 765-9646



---

Henry Ray Pope III, Esquire  
Attorney for Plaintiff  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION,	:	
Plaintiff	:	
	:	
v.	:	
	:	
ANGELO SEGALLA and JOANN	:	
SEGALLA, his wife; and MICHAEL A.	:	
SEGALLA and SANDRA LYNN	:	
SEGALLA, his wife,	:	
Defendants	:	No. 1946 CD 2002

**IMPORTANT NOTICE**

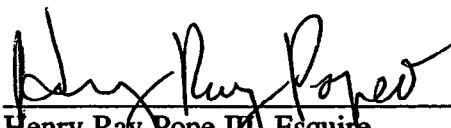
TO: JOANN SEGALLA (First Class U.S. Mail, postage prepaid)  
4900 GARDNER HILL ROAD  
WEEDVILLE, PA 15868

DATE: APRIL 9, 2003

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



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327 Market Street  
Clearfield, PA 16830  
(814) 765-9646

A handwritten signature in black ink, appearing to read "Henry Ray Pope III", written over a horizontal line.

Henry Ray Pope III, Esquire  
Attorney for Plaintiff  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION,	:	
Plaintiff	:	
	:	
v.	:	
	:	
ANGELO SEGALLA and JOANN	:	
SEGALLA, his wife; and MICHAEL A.	:	
SEGALLA and SANDRA LYNN	:	
SEGALLA, his wife,	:	
Defendants	:	No. 1946 CD 2002

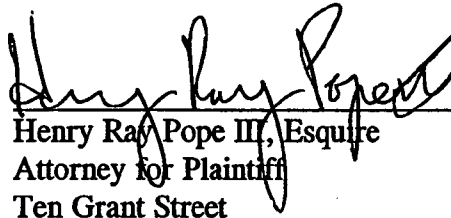
**IMPORTANT NOTICE**

TO: MICHAEL A. SEGALLA (First Class U.S. Mail, postage prepaid)  
52 PONDEROSA DRIVE  
PENFIELD, PA 15849

DATE: APRIL 9, 2003

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

Keystone Legal Services  
327 Market Street  
Clearfield, PA 16830  
(814) 765-9646

A handwritten signature in black ink, appearing to read "Henry Ray Pope III", is written over a horizontal line. A long, thin diagonal line extends from the end of the signature towards the upper right corner of the page.

Henry Ray Pope III, Esquire  
Attorney for Plaintiff  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION, :  
Plaintiff :

v. :

ANGELO SEGALLA and JOANN :  
SEGALLA, his wife; and MICHAEL A. :  
SEGALLA and SANDRA LYNN :  
SEGALLA, his wife, :  
Defendants :

No. 1946 CD 2002

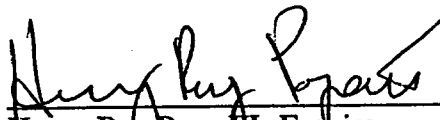
IMPORTANT NOTICE

TO: SANDRA LYNN SEGALLA (First Class U.S. Mail, postage prepaid)  
52 PONDEROSA DRIVE  
PENFIELD, PA 15849

DATE: APRIL 9, 2003

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

Keystone Legal Services  
327 Market Street  
Clearfield, PA 16830  
(814) 765-9646

A handwritten signature in black ink, appearing to read "Henry Ray Pope III", written over a horizontal line.

Henry Ray Pope III, Esquire  
Attorney for Plaintiff  
Ten Grant Street  
Clarion, PA 16214  
814-226-5700

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COPY

The Commodore Corporation,  
Plaintif

vs.

Angelo Segalla and Joann Segalla, his wife; and  
Michael A. Segalla and Sandra Lynn Segalla,  
his wife,

Defendants

TO: Angelo Segalla

: In the Court of Common Pleas of  
: ~~Clarion~~ County, Pennsylvania  
: Clearfield  
: Debt: 423,416.25  
: Interest From: 8/6/03 @ 6%  
: No. 1946 Term, 19 2003

(Defendant)

You are hereby notified that a Judgment has been entered  
against you on the 13<sup>th</sup> day of August, 2003, at the above  
number and term on an instrument or contract containing a warrant to  
confess judgment executed and delivered by you to the Plaintiff. A new  
law requires the Prothonotary to send you notice of recording. Please note  
this is not a law suit nor a bill; it is simply a notification of the recording.

  
\_\_\_\_\_

Prothonotary

COPY

The Commodore Corporation,  
Plaintif

vs.

Angelo Segalla and Joann Segalla, his wife; and  
Michael A. Segalla and Sandra Lynn Segalla,  
his wife,

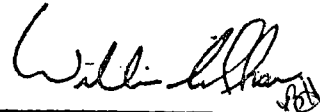
Defendants

TO: Sandra Lynn Segalla

: In the Court of Common Pleas of  
: ~~Glaxion~~ County, Pennsylvania  
: Clearfield  
: Debt: 423,416.25  
: Interest From: 8/6/03 @ 6%  
: No. 1946 Term, 1<sup>st</sup> 2003

(Defendant)

You are hereby notified that a Judgment has been entered  
against you on the 13<sup>th</sup> day of August, 2003, at the above  
number and term on an instrument or contract containing a warrant to  
confess judgment executed and delivered by you to the Plaintiff. A new  
law requires the Prothonotary to send you notice of recording. Please note  
this is not a law suit nor a bill; it is simply a notification of the recording.



Prothonotary

COPY

The Commodore Corporation,  
Plaintif

vs.

Angelo Segalla and Joann Segalla, his wife; and  
Michael A. Segalla and Sandra Lynn Segalla,  
his wife,

Defendants

TO: Michael A. Segalla

: In the Court of Common Pleas of  
: ~~Glaxion~~ County, Pennsylvania  
: Clearfield  
: Debt: 423,416.25  
: Interest From: 8/6/03 @ 6%  
: No. 1946 Term, 1<sup>st</sup> 2003

(Defendant)

You are hereby notified that a Judgment has been entered  
against you on the 13<sup>th</sup> day of August, 2003, at the above  
number and term on an instrument or contract containing a warrant to  
confess judgment executed and delivered by you to the Plaintiff. A new  
law requires the Prothonotary to send you notice of recording. Please note  
this is not a law suit nor a bill; it is simply a notification of the recording.

  
\_\_\_\_\_

Prothonotary



COPY

The Commodore Corporation,  
Plaintif

vs.

Angelo Segalla and Joann Segalla, his wife; and  
Michael A. Segalla and Sandra Lynn Segalla,  
his wife,

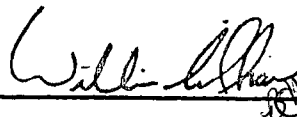
Defendants

TO: Joann Segalla

: In the Court of Common Pleas of  
: ~~Clarion~~ County, Pennsylvania  
: Clearfield  
: Debt: 423,416.25  
: Interest From: 8/6/03 @ 6%  
: No. 1946 Term, 19 2003

(Defendant)

You are hereby notified that a Judgment has been entered  
against you on the 13<sup>th</sup> day of August, 2003, at the above  
number and term on an instrument or contract containing a warrant to  
confess judgment executed and delivered by you to the Plaintiff. A new  
law requires the Prothonotary to send you notice of recording. Please note  
this is not a law suit nor a bill; it is simply a notification of the recording.

  
\_\_\_\_\_

Prothonotary

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

COPY

Commodore Corporation  
Plaintiff(s)

No.: 2002-01946-CD

Real Debt: \$423,416.25

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Angelo Segalla  
Joann Segalla  
Michael A. Segalla  
Sandra Lynn Segalla  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 13, 2003

Expires: August 13, 2008

Certified from the record this 13th day of August, 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  
Civil Action

FILED

NOV 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

THE COMMODORE CORPORATION, :  
Plaintiff :

v. :

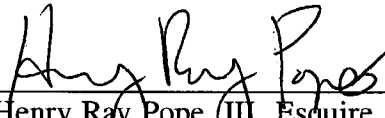
ANGELO SEGALLA and JOANN :  
SEGALLA, his wife; and MICHAEL A. :  
SEGALLA and SANDRA LYNN :  
SEGALLA, his wife, :  
Defendants :

No. 1946 C.D. 2002

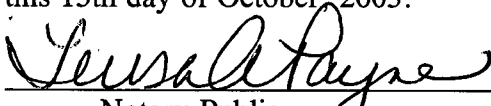
AFFIDAVIT OF SERVICE

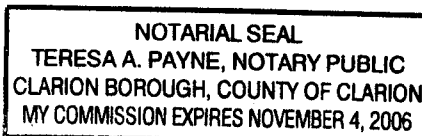
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLARION : ss.  
:

Before me, a Notary Public, personally appeared Henry Ray Pope, III, who, after being duly sworn according to law, deposes and says that on October 15, 2003, he served the Sheriff's Sale Notice attached hereto as Exhibit "A" on each of the lienholders named in the Affidavit attached hereto as Exhibit "B", by First Class U.S. Mail, postage prepaid, at the addresses listed on Exhibit "B". (See the Certified Mail Receipts attached hereto as Exhibit "C".)

  
Henry Ray Pope, III, Esquire  
Attorney for Plaintiff

Sworn to and subscribed to before me  
this 15th day of October, 2003.

  
Notary Public



# SHERIFF'S SALE

NOTICE IS HEREBY GIVEN, this 17th day of September, 2003, by virtue of a certain WRIT OF EXECUTION (Mortgage Foreclosure), issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, on a certain judgment of said Court, entered at 1946 CD 2002, issued August 13, 2003, in proceedings captioned:

THE COMMODORE CORPORATION

vs

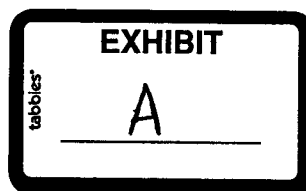
ANGELO SEGALLA, JOANN SEGALLA,  
MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA

and to me directed, I will expose to Public Sale on FRIDAY, DECEMBER 5, 2003, at ,  
10:00 A.M., local prevailing time, at the following location: Clearfield County

Sheriff's Office, Courthouse, Clearfield, Pennsylvania 16830.

ALL of those two certain parcels or pieces of land lying, situated and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of land now or formerly of Michael Segalla and on the line of lands now or formerly of Chagrin Land Limited Partnership; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to the place of beginning; thence along said lands North 77 degrees 30 minutes a distance of 452.00 feet to an iron pin; thence through lands now or formerly of Michael Segalla, South 25 degrees 44 minutes East a distance of 200.60 feet to an iron pin; thence by lands of same South 64 degrees 16 minutes West a distance of 440.00 feet to an iron pin; thence by lands of same, North 25 degrees 44 minutes West a distance of 304.09 feet to the place of beginning. CONTAINING 2.5 acres, more or less.



PARCEL NO. 2: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of lands now or formerly of Michael Segalla and on the line of lands now or formerly for Chagrin Land Limited Partnership, being the place of beginning; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to an iron pin; thence along land now or formerly of Michael Segalla, South 25 degrees 44 minutes East a distance of 304.09 feet to an iron pin; thence along lands of same North 64 degrees 16 minutes East a distance of 440.00 feet to an iron pin; thence by lands of same North 25 degrees 44 minutes West a distance of 200.60 feet to an iron pin; thence by lands now or formerly of Chagrin Land Limited Partnership North 77 degrees 30 minutes East a distance of 340.14 feet to an existing iron pin; thence by lands now or formerly of Geraldine Howell, South 33 degrees 27 minutes East a distance of 977.40 feet to a point in Route 255; thence by same South 57 degrees 20 minutes West a distance of 487.73 feet to a point; thence by lands now or formerly of Michael Segalla, North 31 degrees 46 minutes West a distance of 210.21 feet to an iron pin; thence by same South 61 degrees 07 minutes West a distance of 409.47 feet to an iron pin; thence by same South 29 degrees 41 minutes East a distance of 184.31 feet to a point in Mountain Run Road; thence by same North 82 degrees 20 minutes West a distance of 207.85 feet to a point; thence by land now or formerly of Michael Segalla, North 13 degrees 11 minutes West a distance of 660.00 feet to an iron pin; thence by same South 76 degrees 40 minutes West a distance of 285.62 feet to an iron pin; thence along lands now or formerly of D. Morelli, North 13 degrees 11 minutes West a distance of 446.63 feet to the place of beginning. CONTAINING 21.13 acres, more or less.

	<u>Parcel No. 1</u>	<u>Parcel No. 2</u>
PROPERTY LOCATION:	52 Ponderosa Drive Penfield, PA 15849	Pine Vally Mobile Home Park Route 255 Penfield, PA 15849
TAX ASSESSMENT MAP NO:	G02-000-00128	G02-000-00132
IMPROVEMENTS:	A one-story Manufactured house	48 space mobile home park and building

TERMS AND CONDITIONS OF SALE:

ALL claims to the property must be filed with the Sheriff before sale and claims to the proceeds before distribution.

The highest and best bidder shall be the purchaser and all bids must be paid in full or settled by 12:00 Noon on the day of the sale. (All 3rd party purchasers must be prepared to pay to cash or by certified check/money order). NO PERSONAL CHECKS ACCEPTED.

When the Plaintiff or other lien creditor becomes purchaser, all legal costs distributable from the proceeds of the sale must be paid and the Sheriff will accept on account of the purchase price the receipt of the purchaser up to the amount of the proceeds to which the purchaser is entitled.

If the above terms and conditions are not complied with on part of the purchaser, the sale will be continued until \_\_\_\_\_ P.M. local prevailing time, on the same day when all property not sold will be again offered for sale by the Sheriff and the said purchaser will be held liable for the deficiencies and additional costs of said sale.

Notice is also given to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff on DECEMBER 8, 2003 and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days thereafter.

Signed:



Chester Hawkins, Sheriff  
Clearfield County, Pennsylvania

ALL of those two certain parcels or pieces of land lying, situated and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**PARCEL NO. 1:** BEGINNING at a 1" iron pin said iron pin being the Northwest corner of land of Michael Segalla and on the line of lands of Chagrin Land Limited Partnership; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to the place of beginning; thence along said lands North 77 degrees 30 minutes a distance of 452.00 feet to an iron pin; thence through lands of Michael Segalla, South 25 degrees 44 minutes East a distance of 200.60 feet to an iron pin; thence by lands of same South 64 degrees 16 minutes West a distance of 440.00 feet to an iron pin; thence by lands of same, North 25 degrees 44 minutes West a distance of 304.09 feet to the place of beginning. Containing 2.5 acres, more or less.

**PARCEL NO. 2:** BEGINNING at a 1" iron pin said iron pin being the Northwest corner of lands of Michael Segalla and on the line of lands for Chagrin Land Limited Partnership, being the place of beginning; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to an iron pin; thence along land of Michael Segalla, South 25 degrees 44 minutes East a distance of 304.09 feet to an iron pin; thence along lands of same North 64 degrees 16 minutes East a distance of 440.00 feet to an iron pin; thence by lands of same North 25 degrees 44 minutes West a distance of 200.60 feet to an iron pin; thence by lands of Chagrin Land Limited Partnership North 77 degrees 30 minutes East a distance of 340.14 feet to an existing iron pin; thence by lands of Geraldine Howell, South 33 degrees 27 minutes East a distance of 977.40 feet to a point in Route 255; thence by same South 57 degrees 20 minutes West a distance of 487.73 feet to a point; thence by lands of Michael Segalla, North 31 degrees 46 minutes West a distance of 210.21 feet to an iron pin; thence by same South 61 degrees 07 minutes West a distance of 409.47 feet to an iron pin; thence by same South 29 degrees 41 minutes East a distance of 184.31 feet to a point in Mountain Run Road; thence by same North 82 degrees 20 minutes West a distance of 207.85 feet to a point; thence by land of Michael Segalla, North 13 degrees 11 minutes West a distance of 660.00 feet to an iron pin; thence by same South 76 degrees 40 minutes West a distance of 285.62 feet to an iron pin; thence along lands of D. Morelli, North 13 degrees 11 minutes West a distance of 446.63 feet to the place of beginning. Containing 21.13 acres, more or less.

SEIZED, taken in execution to be sold as the property of ANGELO SEGALLA AND JOANN SEGALLA, HIS WIFE: AND MICHAEL A. SEGALLA AND SANDRA LYNN SEGALLA, HIS WIFE, at the suit of THE COMMODORE CORPORATION. JUDGMENT NO. 02-1946-CD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
Civil Action

THE COMMODORE CORPORATION,	:	
Plaintiff	:	
	:	
v.	:	
	:	
ANGELO SEGALLA and JOANN	:	
SEGALLA, his wife; and MICHAEL A.	:	
SEGALLA and SANDRA LYNN	:	
SEGALLA, his wife,	:	
Defendants	:	No. 1946 C.D. 2002

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Commodore Corporation, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at Map Nos. 119-G02-000-128 and 119-G02-000-132, Clearfield County, Pennsylvania:

1. Name and address of owners or reputed owners:

Michael A. Segalla  
Sandra Lynn Segalla, his wife  
52 Ponderosa Drive  
Penfield, PA 15849

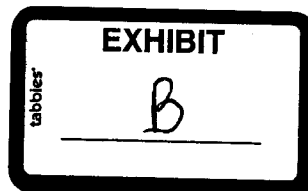
Angelo Segalla  
Joann Segalla, his wife  
Box 248, R.D. 2  
Weedville, PA 15868

2. Name and address of Defendant(s) in the judgment:

(Same as listed in No. 1, above.)

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Nationscredit Commercial Corporation  
1450 E. American Lane  
Schaumburg, IL 60173





Deposit Bank  
2 E. Long Avenue  
DuBois, PA 15801

Bombardier Capital, Inc.  
1600 Mountainview Drive  
Colchester, VT 05446

CSB, formerly known as Curwensville State Bank  
State Street  
P. O. Box 29  
Curwensville, PA 16833

Green Tree (formerly Greentree Financial Corp.)  
P. O. Box 6077  
Rapid City, SD 57703

4. Name and address of last recorded holder of every mortgage of record:

James R. Walsh, Esquire, Disbursing Agent  
Spence, Custer, Saylor, Wolfe & Rose  
P. O. Box 280  
Johnstown, PA 15907-0280

The Commodore Corporation  
1423 Lincolnway East  
Goshen, IN 46526

5. Name and address of every other person who has any record lien on the property:

Clearfield County Tax Claim  
Clearfield County Courthouse  
Clearfield, PA 16830

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

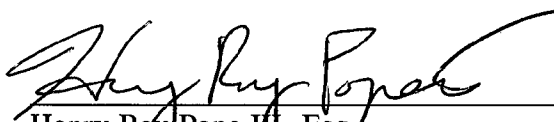
None.

7. Name and address of every other person of whom the Plaintiff has knowledge who has an interest in the property which may be affected by the sale:

None.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

9/15/03  
Date

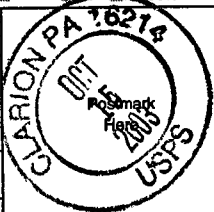
  
Henry Ray Pope III, Esq.  
Attorney for Plaintiff

7003 1680 0006 7491 7669  
7003 1680 0006 7491 7652  
7003 1680 0006 7491 7614  
7003 1680 0006 7491 7645

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Total Postage & Fees	\$ 4.65

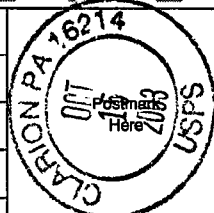


Sent To *Nationscredit Commercial*  
Street, Apt. No. or PO Box No. *150 E American Lane*  
City, State, ZIP+4 *Schaumburg IL 60173*

PS Form 3800, June 2002 See Reverse for Instructions  
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

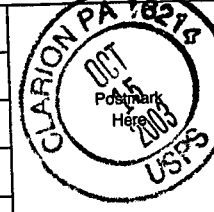


Sent To *Deposit Bank*  
Street, Apt. No. or PO Box No. *2 E. Long Ave.*  
City, State, ZIP+4 *DuBois PA 15801*

PS Form 3800, June 2002 See Reverse for Instructions  
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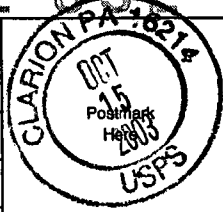
Sent To *Bombardier Capital, Inc.*  
Street, Apt. No. or PO Box No. *1600 Mainview Drive*  
City, State, ZIP+4 *Colchester VT 05446*

EXH  
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

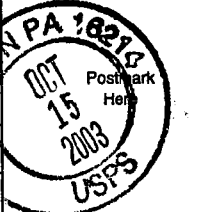


Sent To *CSB formerly known as*  
Street, Apt. No. or PO Box No. *Conewille State Bank*  
City, State, ZIP+4 *Conewille PA 16833*

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Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

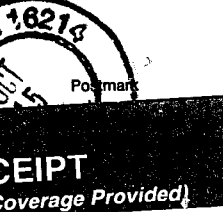


Sent To *Green Tree*  
Street, Apt. No. or PO Box No. *Green Tree Financial Corp.*  
City, State, ZIP+4 *P.O. Box 6077*

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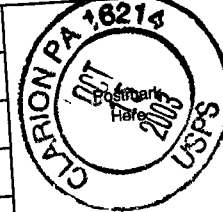
Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



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Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To *Clearfield Co. Tax Claim*  
Street, Apt. No. or PO Box No. *Clearfield Co Courthouse*  
City, State, ZIP+4 *Clearfield PA 16830*

*FILED* *No*  
*118:5384* *cc*  
NOV 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COMMODORE CORPORATION,  
Plaintiff

v.

ANGELO SEGALLA and JOANN SEGALLA,  
his wife, MICHAEL A. SEGALLA and  
SANDRA LYNN SEGALLA, his wife,  
Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2002 - 01946-CD

FILED

NOV 24 2003

William A. Shaw  
Prothonotary/Clerk of Courts

ASSIGNMENT OF JUDGMENT

THIS Assignment of Judgment entered into this 10<sup>th</sup> day of November, 2003, by  
and between THE COMMODORE CORPORATION, a Delaware Corporation, having its  
principal place of business at 1423 Lincolnway East, P. O. Box 577, Goshen, Indiana 46527-  
0577, hereinafter "Assignor",

AND

THE FIRST COMMONWEALTH TRUST COMPANY, Trustee, of P. O. Box 1046, Branec  
Drive & Shaffer Road, DuBois, Pennsylvania 15801, hereinafter "Assignee".

Background:

Assignor is the mortgagee under a certain mortgage given and executed by Angelo  
Segalla and Joann Segalla, his wife, and Michael A. Segalla and Sandra Lynn Segalla,  
hereinafter "Segallas", dated October 13, 1993, and recorded in Clearfield County Book 1562,  
Page 60, "Mortgage", given to secure the payment of a note of the same date in the principal  
amount of \$320,000.00 with interest, "Note". Pursuant to the terms of the Note, Assignor  
entered judgment against Segallas, at the above captioned term and number. Contemporaneously  
with the execution of this Assignment, Assignor has assigned and transferred to Assignee the

Mortgage and the Note. Assignee has requested that Assignor also assign the Assignee its judgment which was filed based upon the Note.

Assignor now desires to transfer all of its rights that it has as plaintiff in the judgment to Assignee.

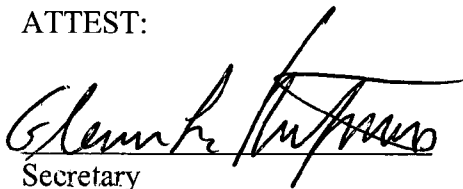
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the above captioned judgment, to Assignee, together with all rights, remedies and incidents thereunto belonging.

Assignor warrants and represents to Assignee that it has good and marketable title to the Judgment, free of all attachments, assignments or encumbrances.

TO HAVE all the benefits and advantages that may be obtained thereby, and full power to enforce and recover the judgment to its own use. I further authorize and empower the prothonotary or any attorney on behalf of the Assignee to mark the judgment to the Assignee's use.

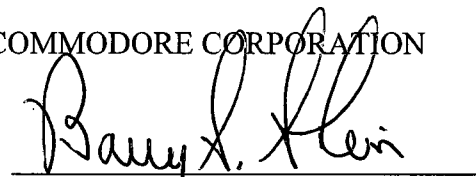
IN WITNESS WHEREOF, Assignor has signed this Assignment as of the day and date first written above.

ATTEST:

  
Secretary

THE COMMODORE CORPORATION

By:

  
Barry S. Shein, Chairman & CEO

STATE OF Indiana

:

: SS.

COUNTY OF ELKHART

:

On this 10<sup>th</sup> day of NOVEMBER, 2003, before me, the undersigned officer, personally appeared BARRY S. SHEIN, who acknowledged himself to be the Chairman & CEO of THE COMMODORE CORPORATION, and as such Chairman & CEO, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of THE COMMODORE CORPORATION, by himself as Chairman and CEO.

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

Teresa A. Price (SEAL)

Notary Public

TERESA A PRICE  
NOTARY PUBLIC STATE OF INDIANA  
ELKHART COUNTY  
MY COMMISSION EXP. MAY 23, 2006

FILED NO CC *Red*  
0/10:39:01  
NOV 24 2003 Anthony Guido  
pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts



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

Sheriff Docket # 14559

COMMODORE CORPORATION

02-1946-CD

VS.

SEGALLA, ANGELO

**FILED**

0110:41/271 ED  
FEB 27 2004

WRIT OF EXECUTION

REAL ESTATE

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURNS**

NOW, OCTOBER 1, 2003 @ 11:40 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PINE VALLEY MOBILE HOME PARK, ROUTE 255, PENFIELD, PA. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME. OCTOBER 1, 2003 @ 11:50 A.M. O'CLOCK A LEVY WAS TAKEN ON 52 PONDEROSA DRIVE, PENFIELD, PA. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.

A SALE DATE OF DECEMBER 5, 2003 WAS SET.

NOW, OCTOBER 1, 2003 @ 11:40 A.M. O'CLOCK SERVED MICHAEL A. SEGALLA DEFENDANT, AT HIS RESIDENCE 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA LYNN SEGALLA, WIFE/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, OCTOBER 1, 2003 @ 11:40 A.M. O'CLOCK SERVED SANDRA LYNN SEGALLA, DEFENDANT, AT HER RESIDENCE 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA LYNN SEGALLA, 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, OCTOBER 4, 2003 DEPUTIZED ELK COUNTY TO SERVE ANGELO SEGALLA AND JOANN SEGALLA.

NOW, OCTOBER 8, 2003 @ 11:10 A.M. ELK COUNTY SHERIFF'S OFFICE SERVED ANGELO SEGALLA, AT 4900 GARDNER HILL ROAD, WEEDVILLE, ELK COUNTY PENNSYLVANIA, BY HANDING TO JOANN SEGALLA, WIFE/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.

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

Sheriff Docket # 14559

**COMMODORE CORPORATION**

**02-1946-CD**

**VS.**

**SEGALLA, ANGELO**

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, OCTOBER 8, 2003 @ 11:10 A.M. ELK COUNTY SHERIFF'S OFFICE SERVED JOANN SEGALLA, DEFENDANT AT 4900 GARDNER HILL ROAD, WEEDVILLE,, ELK COUNTY, PENNSYLVANIA BY HANDING TO JOANN SEGALLA, 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, NOVEMBER 6, 2003 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF'S SALE SECHEDULED FOR DECEMBER 5, 2003.**

**NOW, FEBRUARY 26, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE PLAINTIFF'S ATTORNEY.**

**NOW, FEBRUARY 27, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE SALE WAS CANCELED BY THE PLAINTIFF'S ATTORNEY.**

**SHERIFF HAWKINS 271.48**

**SURCHARGE \$80.00**

**PAID BY ATTORNEY**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 14559

COMMODORE CORPORATION

02-1946-CD

VS.

SEGALLA, ANGELO

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

27<sup>th</sup> Day Of Feb. 2004

WILLIAM A. SHAW


Prothonotary

My Commission Expires

1st Monday in Jan. 2006

Clearfield Co., Clearfield, PA

So Answers,

  
By Cynthia Butler-Clearfield  
Chester A. Hawkins

Sheriff

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

Commodore Corporation

Vs.

NO.: 2002-01946-CD

Angelo Segalla and Joann Segalla,  
his wife; and Michael A. Segalla and  
Sandra Lynn Segalla, his wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due COMMODORE CORPORATION, Plaintiff(s) from ANGELO SEGALLA and JOANN SEGALLA, his wife; and MICHAEL A. SEGALLA and SANDRA LYNN SEGALLA, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

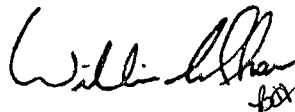
Garnishee(s) as follows:

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: \$423,416.25  
INTEREST from 8/6/03, at the rate of 6%  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 08/13/2003

PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 14th day  
of August A.D. 2003  
At 9:00 AM/P.M.

Requesting Party: Henry Ray Pope, III, Esq.  
10 Grant Street  
Clarion, PA 16214

Charles A. Huchins  
Sheriff By Cynthia Bitten-Aughenbaugh

ALL of those two certain parcels or pieces of land lying, situated and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

PARCEL NO. 1: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of land of Michael Segalla and on the line of lands of Chagrin Land Limited Partnership; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to the place of beginning; thence along said lands North 77 degrees 30 minutes a distance of 452.00 feet to an iron pin; thence through lands of Michael Segalla, South 25 degrees 44 minutes East a distance of 200.60 feet to an iron pin; thence by lands of same South 64 degrees 16 minutes West a distance of 440.00 feet to an iron pin; thence by lands of same, North 25 degrees 44 minutes West a distance of 304.09 feet to the place of beginning. Containing 2.5 acres, more or less.

PARCEL NO. 2: BEGINNING at a 1" iron pin said iron pin being the Northwest corner of lands of Michael Segalla and on the line of lands for Chagrin Land Limited Partnership, being the place of beginning; thence along said lands North 77 degrees 30 minutes East a distance of 217.86 feet to an iron pin; thence along land of Michael Segalla, South 25 degrees 44 minutes East a distance of 304.09 feet to an iron pin; thence along lands of same North 64 degrees 16 minutes East a distance of 440.00 feet to an iron pin; thence by lands of same North 25 degrees 44 minutes West a distance of 200.60 feet to an iron pin; thence by lands of Chagrin Land Limited Partnership North 77 degrees 30 minutes East a distance of 340.14 feet to an existing iron pin; thence by lands of Geraldine Howell, South 33 degrees 27 minutes East a distance of 977.40 feet to a point in Route 255; thence by same South 57 degrees 20 minutes West a distance of 487.73 feet to a point; thence by lands of Michael Segalla, North 31 degrees 46 minutes West a distance of 210.21 feet to an iron pin; thence by same South 61 degrees 07 minutes West a distance of 409.47 feet to an iron pin; thence by same South 29 degrees 41 minutes East a distance of 184.31 feet to a point in Mountain Run Road; thence by same North 82 degrees 20 minutes West a distance of 207.85 feet to a point; thence by land of Michael Segalla, North 13 degrees 11 minutes West a distance of 660.00 feet to an iron pin; thence by same South 76 degrees 40 minutes West a distance of 285.62 feet to an iron pin; thence along lands of D. Morelli, North 13 degrees 11 minutes West a distance of 446.63 feet to the place of beginning. Containing 21.13 acres, more or less.

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME SEGALLA NO. 02-1946-CD

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

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

and made the following

## SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	11.52
LEVY	15.00
MILEAGE	11.52
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	45.00
DEED	
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	15.00
BID AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	15.00
<b>TOTAL SHERIFF COSTS</b>	<b>271.48</b>

## DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>0.00</b>

## PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	423,416.25
INTEREST	
TO BE ADDED	TO SALE DATE
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
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>423,416.25</b>
<b>COSTS:</b>	
ADVERTISING	
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	271.48
LEGAL JOURNAL AD	
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>396.48</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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

COMMODORE CORPORATION

TERM & NO. 02-1946-CD

VS

DOCUMENT TO BE SERVED:

ANGELO SEGALLA AND JOANN SEGALLA, HIS WIFE;  
AND MICHAEL A. SEGALLA AND SANDRA LYNN  
SEGALLA, HIS WIFE

WRIT OF EXECUTION  
NOTICE OF SALE  
COPY OF LEVY

**SERVE BY:**

OCTOBER 30, 2003

**MAKE REFUND PAYABLE TO: ATTORNEY- RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** ANGELO SEGALLA AND JOANN SEGALLA, HIS WIFE

**ADDRESS:** BOX 248, R. D. #2, WEEDVILLE, PA 15868

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 2ND Day of OCTOBER 2003.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

# Affidavit of Service

Commodore Corporation

vs.

Angelo Segalla and Joann Segalla,  
his wife, et al.

No. 1946 Term,           

Returnable within             
from date of service hereof.

NOW October 8, 20 03 at 11:10 o'clock A.M.

served the within Writ of Execution, Notice of Sheriff Sale on Angelo Segalla and  
Segalla and Levy

at 4900 Gardner Hill Rd., Weedville, Elk County, PA

by handing to Joann Segalla, wife,

two copies  
~~a~~ true and attested ~~copy~~ of the original Writ of Execution, Notice of Sheriff Sale and Lev

known to her the contents thereof. Sheriff's Costs - \$39.60 PAID

Sworn to before me this 13<sup>th</sup>

day of October A.D. 20 03

Carolyn K. By

Prothonotary

My Commission Expires  
January 5, 2004

118.11-010

So answers,

Thomas C. Korte  
John J. Hoff



POPE AND DRAYER

ATTORNEYS AT LAW

TEN GRANT STREET

CLARION, PENNSYLVANIA 16214

TELEPHONE 814-226-5700

FAX 814-226-9669

HENRY RAY "TERRY" POPE, III  
H. JOHN DRAYER

OUR FILE #

November 4, 2003

Via fax #(814)765-5915 & U.S. Mail

Cynthia Butler-Aughenbaugh  
Clearfield County Sheriff's Office  
Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

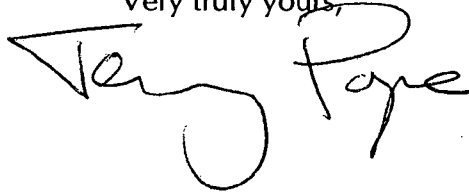
IN RE: Commodore Corporation v. Angelo Segalla and Joann Segalla, his  
wife, and Michael A. Segalla and Sandra Lynn Segalla, his wife  
No. 02-1946-CD

Dear Cindy:

As you know, I represent the Plaintiff in the above captioned matter. I am at this  
time requesting that the Sheriff's Sale scheduled for December 5, 2003, be canceled.  
Please stop all work on this file, including advertising, and do nothing further.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Terry Pope". The signature is stylized with a large, sweeping "T" and a cursive "Pope".

TP:tap

cc: Anthony Guido, Esquire  
Barry S. Shein

Received 11-6-03

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

<sup>(64)</sup>  
**FILED** *Atty*  
*012:22841 Mohney*  
MAY 10 2005 *pd. 7.00*

William A. Shaw *No CC*  
Prothonotary/Clerk of Courts

FIRST COMMONWEALTH TRUST :  
COMPANY, Assignee of :  
COMMODORE CORPORATION :  
Plaintiff :

vs. :

No. 1946 of <sup>2002</sup>~~2000~~, C.D.

ANGELO SEGALLA, et al., :  
Defendants :

**PARTIAL RELEASE OF JUDGMENT LIEN**

WHEREAS, ANGELO SEGALLA, et al., by virtue of judgment entered at the above captioned matter is a judgment debtor of FIRST COMMONWEALTH TRUST COMPANY, Assignee of COMMODORE CORPORATION. Said judgment in the principal sum of \$423,416.25; and

NOW, THEREFORE, FIRST COMMONWEALTH TRUST COMPANY, in consideration of the sum of \$1.00, does hereby remise, release, quitclaim, exonerate and discharge, and by these present does remise, release, quitclaim, exonerate and discharge unto the said ANGELO SEGALLA, et al., their heirs and assigns, and further hereby releases from the lien of said judgment:

**ALL** that certain lot, piece or tract of land, together with the improvements thereon situate in the Second Ward of the City of DuBois, Clearfield County, Pennsylvania, lying, situate and being at the Southeast (heretofore described as the Northeast) intersection of West Long avenue and Jared Street in the City of DuBois, being bounded on the Northwest by South Jared Street, on the North by West Long Avenue; on the East by lot formerly of Solomon, now or formerly of Tony; and on the South by Spruce Alley, said lot being 30 feet wide on West Long Avenue and 181 feet deep to Spruce Alley. Having erected thereon a three-story brick building known as 149 West Long Avenue.

BEING the same premises conveyed to Michael A. Segalla, et ux., et. al., by deed of Benjamin L. Lepko, et ux., dated June 1, 1992, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1615, page 23.

PROVIDED, always, nevertheless, that nothing herein contained shall in anywise affect, alter or diminish the lien or encumbrance of the said judgment lien on the remaining lands of Defendant, or the remedies at law for recovering thereof or against the Defendant, his heirs or assigns, the balance of the principal sum and interest secured by said lien.

IN WITNESS WHEREOF, the Plaintiff, FIRST COMMONWEALTH TRUST COMPANY, has caused this instrument to be executed this 11 TH day of APRIL, 2005.

ATTEST:

FIRST COMMONWEALTH TRUST  
COMPANY

[Signature]  
AVP F.T.O.

By: [Signature]  
VICE PRES / TRUST / TAX OFFICER

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield SS:

On this, the 11 day of April, 2005, before me, the undersigned officer, personally appeared Daniel J. Duttry, who is the VP & T.O. of FIRST COMMONWEALTH TRUST COMPANY, and by virtue and in pursuance of the authority thereby vested in him, acknowledged the foregoing to be the act and deed of the said FIRST COMMONWEALTH TRUST COMPANY.

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

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lorie A. Miller, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Nov. 8, 2007  
Member, Pennsylvania Association of Notaries

**FILED**

**MAY 10 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH TRUST :  
COMPANY, Trustee, successor in :  
interest to THE COMMODORE :  
CORPORATION, :

Plaintiff :

vs. :

MICHAEL SEGALLA and SANDRA :  
SEGALLA, his wife, and ANGELO :  
D. SEGALLA and JOAN N. :  
SEGALLA, his wife, :

Defendants :

CIVIL ACTION - LAW

No. 1946 of <sup>2002</sup>~~2000~~

Type of pleading:

**PRAECIPE TO  
SATISFY JUDGMENT**

Filed on behalf of:

PLAINTIFF

Counsel of record for  
this party:

Anthony S. Guido, Esq.  
Supreme Court No. 05877  
Hanak, Guido and Taladay  
498 Jeffers St., P. O. Box 487  
DuBois, PA 15801

814-371-7768

**FILED** *NO CC*  
*m/112:3321 Any pd.*  
**NOV 18 2005** *7.00*  
William A. Shaw *Cert. of*  
Prothonotary/Clerk of Courts *Sgt. to Any*

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

FIRST COMMONWEALTH TRUST :  
COMPANY, Trustee, successor in :  
interest to THE COMMODORE :  
CORPORATION, :  
Plaintiff :

vs. :

No. 1946 of 2000

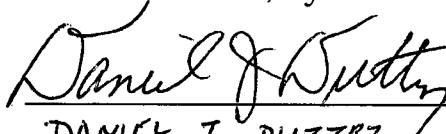
MICHAELL SEGALLA and SANDRA :  
SEGALLA, his wife, and ANGELO :  
D. SEGALLA and JOAN N. :  
SEGALLA, his wife, :  
Defendants :

**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

Please mark the judgment entered in the above captioned  
matter against Defendants satisfied of record.

FIRST COMMONWEALTH TRUST  
COMPANY, Trustee, successor in  
interest to THE COMMODORE  
CORPORATION, by:



DANIEL J. DUTTON

VICE PRESIDENT AND TRUST OFFICER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

First Commonwealth Trust Co.  
Commodore Corporation

No.: 2002-01946-CD

Vs.

Debt: \$399,696.79

Atty's Comm.:

Angelo Segalla  
Joann Segalla  
Michael A. Segalla  
Sandra Lynn Segalla

Interest From:

Cost: \$7.00

NOW, Friday, November 18, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 18th day of November, A.D. 2005.

\_\_\_\_\_  
Prothonotary