

02-1971-CD  
CITIZENS BANK OF PENNA. vs. FRANCIS ZAHURANEC, et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF  
PENNSYLVANIA, as assignee of  
MELLON BANK, N.A.,

) CIVIL DIVISION

) NO.: 02-1971-CD

Plaintiff,

) ISSUE NO.:

vs.

FRANCIS ZAHURANEC a/k/a  
FRANCES E. ZAHURANEC,

) TYPE OF PLEADING

Defendant.

) CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

I HEREBY CERTIFY THE ADDRESS OF THE

PLAINTIFF IS

1004 Jackson St. Clearfield, PA 162920

And the Defendant is

22 N. Main St. Clearfield, PA 16230

PLTF  
ATTORNEY FOR

DEF

) CODE -

) FILED ON BEHALF OF:

) CITIZENS BANK OF PENNSYLVANIA,  
as assignee of MELLON BANK,  
N.A., Plaintiff

**CERTIFICATE OF LOCATION**

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFECTED BY THIS LIEN IS

Marsc  
(CITY, BORO., OR TOWNSHIP)

(WARD)

Grenen & Birsic, PC

) COUNSEL OF RECORD FOR THIS  
PARTY:

) James F. Grenen, Esquire  
Pa. I.D. #46478

BY

) GRENNEN & BIRSIC, P.C.

) One Gateway Center, Nine West  
Pittsburgh, PA 15222

) (412) 281-7650

TO Defendant  
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED Complaint  
WITHIN TWENTY (20) DAYS FROM SERVICE  
HEREOF OR A DEFAULT JUDGEMENT MAY BE  
ENTERED AGAINST YOU.

Attorney for

Grenen & Birsic, PC

**FILED**

DEC 20 2002

m/300 atty Steven pd \$5.00  
William A. Shaw cc Sheriff  
Prothonotary

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

CITIZENS BANK OF PENNSYLVANIA,  
as assignee of MELLON BANK, N.A.,

Plaintiff, NO.:  
vs.

FRANCES ZAHURANEC a/k/a  
FRANCES E. ZAHURANEC,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641 Ext. 5982

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

CITIZENS BANK OF PENNSYLVANIA,  
as assignee of MELLON BANK, N.A.,

Plaintiff, NO.:  
vs.

FRANCES ZAHURANEC a/k/a  
FRANCES E. ZAHURANEC,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A., by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A., which has its principal place of business at 100A Sockanosset Crossroads RDC 100, Cranston, Rhode Island 02920.

2. Defendant, Francis Zahuranec a/k/a Francis E. Zahuranec is an individual whose last known address is RD 1, Box 48, Hawkrun, Pennsylvania 16840.

3. On or about August 12, 1997, Defendant and Bonnie J. Zahuranec borrowed the sum of \$34,482.74 from Mellon Bank, N.A. ("Mellon") pursuant to the terms of a written agreement, and as security for repayment thereof, Defendant and Bonnie J. Zahuranec made, executed and delivered to Mellon a Mortgage in the original principal amount of \$34,482.74 on the premises hereinafter described, said Mortgage being recorded in the Office of the

Recorder of Deeds of Clearfield County on August 13, 1997, in Mortgage Book Volume 1863, Page 569. Said Mortgage was re-recorded to correct the property description on October 1, 2002, in Instrument No. 200215871. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

4. A Partial Release of Mortgage was filed on November 4, 2002, at Instrument No. 200217883. A true and correct copy of said Partial Release of Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Said Mortgage has been assigned to Plaintiff.

6. On April 23, 1999, Bonnie J. Zahuranec died and upon her death, Defendant became the fee simple owner of the aforesaid mortgaged premises by operation of law.

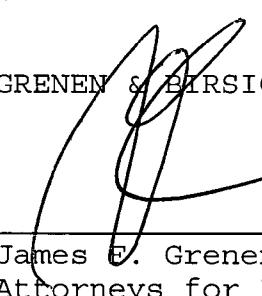
7. Defendant is in default under the terms of the aforesaid Mortgage for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendant is due for the November 1, 2001 payment.

8. On or about April 22, 2002, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Notice of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. §101, et seq. True and correct copies of said Notices are marked Exhibit "C", attached hereto and made a part hereof.

9. The amount due and owing Plaintiff is as follows:

Principal	\$32,121.21
Interest to 11/26/02	\$ 2,702.99
Late Charges to 11/26/02	\$ 60.00
Interest Rebate	[\$ 1,311.37]
Mortgage Foreclosure	
Attorneys' fees	\$ 1,250.00
Title Search, Foreclosure	
and Execution Costs	\$ 2,500.00
TOTAL	\$37,322.83

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$37,322.83, with interest thereon at the rate of \$8.57 per diem from November 26, 2002, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs and for foreclosure and sale of the mortgaged premises.

  
GRENEN & BIRSIC, P.C.

BY:

James E. Grenen, Esquire  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
Pa. I.D. #46478

(412) 281-7650

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

Exhibit "A"

02501415-4025352



Mellon Bank

## Mortgage

Pennsylvania - Residential Property

IL-286 Rev.(9/94) L.C. 8/94 LD 3/97

This Mortgage is made this 12 day of AUGUST,  
1997, between \_\_\_\_\_

FRANCIS ZAHURANEC

BONNIE J. ZAHURANEC

(hereinafter called "Mortgagor") and \_\_\_\_\_

MELLON BANK, N. A.

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, FRANCIS E ZAHURANEC

BONNIE J ZAHURANEC

(hereinafter individually and collectively called "Borrower")  
 (is) (are) indebted to Mortgagee in the principal sum of

\*\*\*\$34,482.74\*\*\*

Dollars (\$ 34482.74)

evidenced by a note, contract or letter of credit application

("the Note") dated AUGUST 12, 1997;

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee and its successors

and assigns all that certain property situated in \_\_\_\_\_

CLEARFIELD \_\_\_\_\_ County,

Pennsylvania, and more particularly described in Exhibit  
 "A", attached hereto and made a part hereof;

Together With All the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

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

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those to which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on

\*\*\* This is a corrective mortgage being re-recorded for  
 the purpose of correcting the legal description.

the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

Sixth: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Mortgagor warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor will comply at Mortgagor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagor fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagor will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagor's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

Seventh: Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Eighth: Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagor has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Ninth: Subject to the rights of the holders of any prior mortgage, Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Tenth: If the Mortgaged Property or any portion thereof consists of a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

Eleventh: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged

Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

Twelfth: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property

by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

Thirteenth: The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Fourteenth: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Fifteenth: This Mortgage shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

**Signatures**

Witness the due execution and sealing hereof the day and year first above written:

Witness

*Deone J. Judy*

Mortgagor FRANCIS ZAHURANEC

(Seal)

Witness

*Deone J. Judy*

Mortgagor

(Seal)

Witness

*Deone J. Judy*

Mortgagor BONNIE J. ZAHURANEC

(Seal)

Witness

*Deone J. Judy*

Mortgagor

(Seal)

**Certificate of Residence of Mortgagee**

MELLON BANK, N. A.

, Mortgagee within named,

hereby certifies that its principal place of business is at \_\_\_\_\_

22 WEST COLLEGE AVENUE

STATE COLLEGE, PENNSYLVANIA 16801

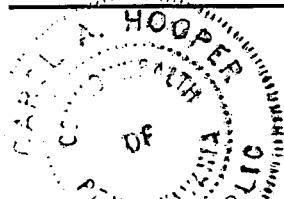
MELLON BANK, N. A.

By:

X

**Notarization (Individual)**

COMMONWEALTH OF PENNSYLVANIA

County of *Blair*On the 12 day of August 1997, before me personally came  
FRANCIS ZAHURANEC BONNIE J. ZAHURANEC, who, beingIuly sworn, did acknowledge that they did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof, I have hereunto subscribed my name.

Notarial Seal  
Carol A. Hooper, Notary Public  
Logan Twp., Blair County  
My Commission Expires Nov. 29, 1995  
Member, Pennsylvania Association of Notaries

Notary Public

X

My Commission Expires:

11-29-99

*Carol A. Hooper*Logan Twp., *Blair* County**Recorder's Acknowledgment**

Commonwealth of Pennsylvania

} ss.  
County of \_\_\_\_\_

Recorded in the Office of the Recorder of Deeds in and for said County on the \_\_\_\_\_ day of \_\_\_\_\_,

, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

Witness my hand and the seal of said office the day and year aforesaid.

Recorder

X

From **FRANCIS ZAHURANEC**  
**BONNIE J. ZAHURANEC**

To **MELLON BANK, N. A.**

---

Recorder mail to **MELLON BANK N.A.**  
**P.O. BOX 149**  
**PITTSBURGH, PA 15230-0149**

**L53608634**  
**0250 00415**

8-13-97  
**CLEARFIELD COUNTY**  
**ENTERED OF RECORD**  
**TIME 9:50 AM**  
**BY Mellon Bank**  
**FEES 15.50**  
**Karen L. Starck, Recorder**



I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

*Karen L. Starck*

**Karen L. Starck**  
Recorder of Deeds

**EXHIBIT "A"**

**PARCEL I**

All that certain lot or piece of ground situate, lying and being in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING AT THE CORNER OF THE PUBLIC ROAD:  
THENCE ALONG THE LINE OF LAND OF JAMES DIVENS, ONE HUNDRED (100) FEET TO A POST: THENCE BY LINE OF LAND NOW OR FORMERLY OF JAMES DIVENS, FIFTY TWO (52) FEET TO A POST: THENCE BACK BY A PARALLEL LINE, ONE HUNDRED (100) FEET TO THE LINE OF ROAD: THENCE ALONG THE LINE OF SAID ROAD FIFTY TWO (52) FEET TO THE PLACE OF BEGINNING.**

**Deed Book 489, Page 693.** Bonnie J. Zahuranec died on April 23, 1999 vesting fee simple title in Francis Zahuranec by operation of law.

**PARCEL II**

ALL that certain piece or parcel of land situated in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follow:

BEGINNING at a post One Hundred and fifty six (156) feet from the Southeast corner of Third and Whitman Street; and thence along the same fifty-two (52) feet to the Southwest corner of lot No. 7; thence in a line at right angles with Whitman street and between parallel lines of that width and depth two hundred and eighty (280) feet to Glastonberry Street; and known as the one quarter of lot No. 8 as shown in the plan of lots of the Village of Ashcroft.

**Deed Book Volume 1654, Page 124.** Bonnie J. Zahuranec died on April 23, 1999 vesting fee simple title in Francis Zahuranec by operation of law.

**\*\*\* This is a corrective mortgage being re-recorded for the purpose of correcting the legal description.**

KAREN L. STARCK	INSTRUMENT NUMBER	\$19.00
REGISTER AND RECORDER	RECORDED ON	
CLEARFIELD COUNTY	ct. 01 • 2002	
Pennsylvania	11-16-14 AM	
	Total Pages: 7	
	CORDING FEES -	
	CORDER	\$19.00
	UNTY IMPROVEMENT	\$2.00
	IND	
	CORDER IMPROVEMENT	\$3.00
	IND	
	ATE WRIT TAX	\$0.50
	ITAL	\$24.50
	CUSTOMER	
	BENEN & BIRSKIC	

Exhibit "B"

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200217883

RECORDED ON

Nov 04, 2002

10:46:14 AM

Total Pages: 3

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT FUND	\$3.00
STATE WRIT TAX	\$0.50
TOTAL	\$18.50
CUSTOMER	
GRENEN & BIRSKIC	

### PARTIAL RELEASE OF MORTGAGE

FROM - FRANCIS ZAHURANEC and BONNIE ZAHURANEC,	) Mortgage Dated: August 12, 1999
	) Mortgage Recorded: August 13, 1999
	) Mortgage Book Vol. 1863, Page 569
Mortgagor(s)	) Mortgage Re-Recorded: October 1, 2002
	) Instrument No. 200215871
TO - MELLON BANK, N.A.,	) in the Recorders Office of Clearfield County,
	) Pennsylvania
Mortgagee(s)	) Debt - \$34,482.74
	)

### **KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, BY INDENTURE OF MORTGAGE ABOVE RECITED, Francis Zahuranec and Bonnie J. Zahuranec granted and conveyed unto Mellon Bank, N.A., its successors and assigns, the premises herein particularly described, to secure the payment of a certain debt or principal sum of \$34,482.74, lawful money, etc., with interest as therein mentioned;

**AND WHEREAS**, the said Mortgagors have requested Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A. to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of the said Mortgage:

**NOW, THEREFORE, KNOW YE**, that Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A. in consideration of the sum of One Dollar (\$1.00) in hand paid by the said Mortgagors at the time of the execution hereof; and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound, does remise, release, quit-claim, exonerate and discharge from the lien of said Mortgage, the following described premises:

ALL that certain piece or parcel of land situate in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post one hundred and fifty-six (156) feet from the Southeast corner of Third and Whitman Streets; thence along said Whitman Street, a distance of fifty-two (52) feet to the Southwest corner of Lot No. 7; thence in a line at right angles with Whitman Street and along Lot No. 7, a distance of one hundred and four (104) feet to a point; thence in a line parallel with

Whitman Street along other lands of Steve J. Zahuranec and Anna M. Zahuranec a distance of fifty-two (52) feet to a point; thence at right angles and in a line parallel with Lot No. 7, a distance of one hundred and four (104) feet to a point on Whitman Street and the place of beginning. Being a lot of fifty-two (52) feet on Whitman Street by one hundred and four (104) feet depth and known as a part of Lot No. 8 as shown in the plan of Lots of the Village of Ashcroft.

RESERVING the coal, fire clay and other minerals as set forth in a certain deed dated the 8<sup>th</sup> day of March, 1889, and recorded in Clearfield County in Deed Book 53, Page 183, from John M. Hale, et al, to Ferguson Sommerville.

BEING a the same premises as were conveyed unto Francis Zahuranec by deed of Steve J. Zahuranec and Anna M. Zahuranec, dated March 25, 1961, and recorded in the office for the Recording of Deeds in and for Clearfield County, Pennsylvania in Deed Book Vol. 489, Page 690.

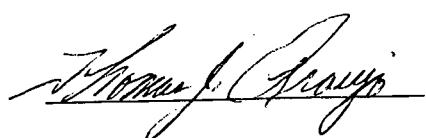
**TO HOLD**, the same, with the appurtenances unto the said Francis Zahuranec and Bonnie J. Zahuranec, forever freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof.

**PROVIDED, ALWAYS, NEVERTHELESS**, that nothing herein contained shall in anywise affect, alter or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, or the remedies at law for recovering thereout or against Mortgagors, their heirs or assigns, the principal sum, with interest secured by said Mortgage.

Executed this instrument this 29 day of October, 2002.

ATTEST:

Citizens Bank of Pennsylvania, as  
assignee of Mellon Bank, N.A.



By:



Name: THOMAS GAROFALO  
Title: ASSISTANT VICE PRESIDENT

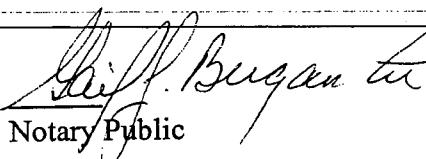
STATE OF RHODE ISLAND

)  
SS:

COUNTY OF Providence )

On this 29<sup>th</sup> day of October, 2002, before me, a Notary Public, personally appeared THOMAS G. PROFACE, Asst Vice Pres of Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A., who being duly sworn according to law, says that he signed the foregoing instrument as the act and deed of said Citizens Bank of Pennsylvania, as assignee of Mellon Bank, N.A. for the uses and purposes therein mentioned.

SWORN TO and subscribed before me the day and year aforesaid. WITNESS my hand and notarial seal.

  
Notary Public

My commission expires: 3-7-5

I Brian B. Dutton, do hereby certify that the Mortgagee's precise residence is 100A Sockanosset Crossroad RDC 100, Cranston, Rhode Island 02920.

Witness my hand this 29th day of October, 2002.



Exhibit "C"

GRENEN & BIRSIĆ, P.C.

ATTORNEYS AT LAW

ONE GATEWAY CENTER  
NINE WEST  
PITTSBURGH, PA 15222  
(412) 281-7650  
FAX (412) 281-7657  
EMAIL [jgrenen@grenenbirsic.com](mailto:jgrenen@grenenbirsic.com)

April 22, 2002

Francis E. Zahuranec a/k/a  
Francis Zahuranec  
R.D. Box 48  
Hawkrun, PA 16840-0048

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

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

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days of receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this letter, this firm will send you the name and address of the original creditor if different from above.

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

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

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

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

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

HOMEOWNER'S NAME(S): Francis E. Zahuranec a/k/a Francis Zahuranec and  
Bonnie J. Zahuranec

PROPERTY ADDRESS: R.D. Box 48  
Hawkrun, PA 16840-0048

LOAN ACCT. NO. 4154025352

ORIGINAL LENDER: Mellon Bank, N.A.

CURRENT LENDER/SERVICER: Citizens Bank of Pennsylvania

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

A. NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: R.D. Box 48, Hawkrun, Pennsylvania 16840-0048.

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

monthly payments in the amount of \$357.43 each for the months of November 1, 2001 through April 1, 2002.

Other charges (explain/itemize):

late charges have accrued in the amount of N/A

TOTAL AMOUNT PAST DUE:

\$2,144.58

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: (N/A)

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,144.58, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Mellon Bank, N.A., Two Mellon Bank Center, Consumer Adjustment Recovery Division, Room AB-50, Pittsburgh, Pennsylvania 15259; Attention: Laura Keeney.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this Notice: (N/A)

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Mellon Bank, N.A.  
Address: Two Mellon Bank Center, Room AB-50  
Consumer Adjustment Recovery Division  
Pittsburgh, PA 15259

Phone Number: (412) 234-6637

Fax Number: (412) 234-7226

Contact Person: Laura Keeney

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it.

If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

Indiana Co. Community Action  
Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
Fax (724)465-5118

CCCS of Western Pennsylvania,  
Inc.  
217 E. Plank Road

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100

Altoona, PA 16602  
(814) 944-8100  
Fax (814) 944-5747

State College, PA 16801  
(814) 238-3668  
Fax (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

Very truly yours,

James F. Grenen

JFG/jw

CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND  
FIRST CLASS MAIL, POSTAGE PREPAID

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

**ENDER: COMPLETE THIS SECTION**

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

Article Addressed to:

FRANCIS E. ZAITURANEK AKA  
 FRANCIS ZAITURANEK  
 RD. BOX 48  
 HAWK RUN, PA  
 16840-0048

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Francis Johnsen*  Agent  Addressee

B. Received by (Printed Name)

*FRANCIS ZAITURANEK*  Date of Delivery *4-25-02*

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

2001 0320 0002 7891 6927

PS Form 3811, August 2001

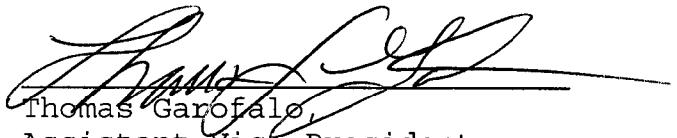
Domestic Return Receipt

102595-01-M-250

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
7891 0002 0320 2001	Washington, D.C. Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$  Francis E. Zaituraneck AKA Street, Apt. No.: Box No.: City, State, ZIP+4:
Nine West Postmark Here <i>4-22-02</i>	

VERIFICATION

Thomas Garofalo, Assistant Vice President, and duly authorized representative of Citizens Bank of Pennsylvania, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.



Thomas Garofalo,  
Assistant Vice President  
Citizens Bank of Pennsylvania

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

Sheriff Docket # 13462

CITIZENS BANK OF PENNSYLVANIA

02-1971-CD

VS.

ZAHURANEC, FRANCIS a/k/a FRANCES E. ZAHURANEC

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW JANUARY 6, 2003 AT 1:47 PM EST SERVED THE WITHIN COMPLAINT  
IN MORTGAGE FORECLOSURE ON FRANCIS ZAHURANEC a/k/a FRANCES E.  
ZAHURANEC, DEFENDANT AT RESIDENCE, RD#1 BOX 48, HAWK RUN,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BEVERLY KNEPP,  
ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE  
CONTENTS THEREOF.**

**SERVED BY: DAVIS/MORGILLO**

**Return Costs**

Cost	Description
29.70	SHFF. HAWKINS PAID BY; ATTY.
10.00	SURCHARGE PAID BY; ATTY.

1-23-03  
1-23-03  
01/23/03 871  
Feb 07 2003  
William A. Shaw  
Prothonotary

**Sworn to Before Me This**

7<sup>th</sup> Day Of February 2003  
William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
My Manly Haskin  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF  
PENNSYLVANIA, as assignee  
of MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

No.: 02-1971-CD

vs.

FRANCIS ZAHURANEC a/k/a  
FRANCES E. ZAHURANEC,

PRAECIPE TO SETTLE AND  
DISCONTINUE WITHOUT PREJUDICE

Defendant.

FILED ON BEHALF OF:

CITIZENS BANK OF PENNSYLVANIA,  
as assignee of MELLON BANK, N.A.,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

James F. Grenen, Esquire

Pa. I.D. #46478

GRENEN & BIRSIC, P.C.

One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

MAR 07 2003

Mid-Atlantic Crt. Dist. Atty  
William A. Shaw  
Prothonotary

Copy A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CITIZENS BANK OF PENNSYLVANIA,)  
as assignee of MELLON BANK, )  
N.A., )  
Plaintiff, ) NO.: 02-1971-CD  
vs. )  
FRANCIS ZAHURANEC a/k/a )  
FRANCES E. ZAHURANEC, )  
Defendant. )

PRAECIPE TO SETTLE AND DISCONTINUE  
WITHOUT PREJUDICE

TO: PROTHONOTARY

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter and mark the docket accordingly.

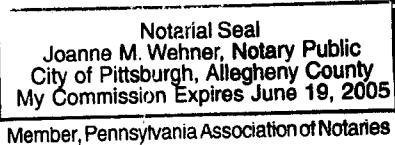
GRENEN & BIRSIC, P.C.

BY: \_\_\_\_\_  
Attorneys for Plaintiff

Sworn to and subscribed before me  
this 5th day of March, 2003.

Joanne M. Wehner

Notary Public



COPY

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

**CIVIL DIVISION**

**Citizens Bank of Pennsylvania,  
as assignee of Mellon Bank, N.A.**

**Vs.** **No. 2002-01971-CD**  
**Francis Zahuranec a/k/a**  
**Frances E. Zahuranec**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 7, 2003, marked:

Settled and Discontinued Without Prejudice.

Record costs in the sum of \$124.70 have been paid in full by James F. Grenen, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of March A.D. 2003.

---

William A. Shaw, Prothonotary