

03-717-CD
FNB CONSUMER DISCOUNT CO. vs. RANDY L. GILES

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs : No. 03-717-40
RANDY L. GILES, :
Defendant : COMPLAINT IN MORTGAGE
: FORECLOSURE
: Filed on behalf of: FNB Consumer
: Discount Company
: Counsel of Record for this party:
: THE HOPKINS LAW FIRM
: DAVID J. HOPKINS, Esquire
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, Esquire
: Attorney at Law
: Supreme Court No. 83998
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

MAY 12 2003

William A. Shaw
Prothonotary

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff : :

:

vs : No.

:

RANDY L. GILES, : :

Defendant : :

IMPORTANT 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, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff : :

vs : :

RANDY L. GILES, :
Defendant : :

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, FNB Consumer Discount Company, by and through its counsel, The Hopkins Law Firm, and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, FNB Consumer Discount Company is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and maintaining a principal business address at 904 Beaver Drive, P.O. Box 830, DuBois, Pennsylvania 15801.

2. Defendant, Randy L. Giles, is an adult individual whose last known address is R.D. #2, Box 355B, DuBois, Pennsylvania 15801.

3. Defendant, Randy L. Giles, is the mortgagor and real property owner of the premises hereinafter described. Located upon the property is a 1984 Champ mobile home with a vehicle identification number 0748134167 bearing title number 35731485903 GI.

4. On October 4, 2001, Defendant made, executed and delivered to Plaintiff a note (the "Note") and mortgage (the "Mortgage"), true and correct copies of which are attached hereto as Exhibits "A-1" and "A-2". The Mortgage was recorded on October 5, 2001 in the Office of the Recorder of Deeds in and for the County of Clearfield as Instrument No. 2001-

15972. The said Note and Mortgage were in a principal amount of \$19,927.58 with interest thereon at 22.20% per annum, payable as to principal and interest in full monthly installments of \$330.00 commencing November 20, 2001. Said Note and Mortgage are incorporated herein by reference.

5. The Mortgage covers the real property and trailer known as Tax Map or Parcel I.D. No. 128-D03-150 located in the Township of Sandy and described in a Deed recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 1999-09952 (the "Mortgaged Premises"):

6. The Mortgage is in default because payments of principal and interest due December 20, 2002 and monthly thereafter, are due and have not been paid, whereby the whole balance of principal and interest due thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and cost of collection including title search fees and reasonable attorney's fees.

7. The following amounts are due on the Mortgage and Note:

Balance of principal	\$ 10,171.41
Accrued but unpaid interest from December 20, 2002 through May 8, 2003 at 22.2% per annum	\$ 865.26
Reasonable attorney's fees	\$
Late charges on over due amount from December 30, 2002 through May 8, 2003	\$ 61.03
Total as of May 8, 2003	\$

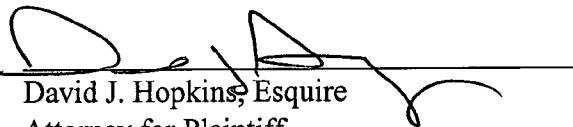
Plus, the following amounts accruing after May 8, 2003:

Interest at the rate of 22.2% (per diem \$6.27).....	\$
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8. Plaintiff has complied with 41 P.S. §403 (Act 6 of 1974) of the General Assembly of the Commonwealth. Plaintiff has complied with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) of the General Assembly of the Commonwealth. See Exhibit "B".

WHERFORE, Plaintiff demands judgment in the mortgage foreclosure for the amount due of \$11,097.80 plus reasonable attorney fees plus continuing interest and late charges at the contract rate from May 8, 2003, as authorized by the Note and costs of foreclosure and sale of the Premises.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I, Stephen Welsh, Assistant Vice President, of FNB Consumer Discount Company, do hereby depose and say, 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 upon my information and belief. I further depose and say that, in my position as Assistance Vice President I am duly authorized to make this authorization on behalf of FNB Consumer Discount Company.

FNB Consumer Discount Company

By: Stephen Welsh
Stephen Welsh, Assistant Vice President

Date: 4-9-03

NOTE

PAYEE

F.N.B. CONSUMER DISCOUNT COMPANY
 904 BEAVER DRIVE DRAWER 830
 DUBOIS PA 15801

EXTENSION CHARGE, 1 1/2% PER MONTH ON AMOUNTS EXTENDED FOR TIME EXTENDED. \$1.00 MINIMUM.
 DEFAULT CHARGES, 1 1/2% PER MONTH FROM DATE DUE ON AMOUNT IN ARREARS FOR TEN (10) OR MORE DAYS. \$1.00 MINIMUM.

ACCOUNT NO.	DUE DATE
501026	20
DATE OF LOAN	
10/04/01	

NAME AND ADDRESS

RANDY L. GILES
 RD 2 BOX 3558
 DUBOIS, PA 15801

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Of Payments The amount you will have paid after you have made all payments as scheduled.
22.20 %	\$ 7932.60	\$ 11994.98	\$ 19927.58

YOUR PAYMENT SCHEDULE WILL BE:

FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS
11/20/01	10/20/06	60 MONTHLY PAYMENTS	457.56	330.00

IN CONSIDERATION of a loan made by the Lender named above, at its above office, in accordance with the Consumer Discount Company Act of April 8, 1937, as amended, the undersigned jointly and severally promise to pay to the order of said corporation at its above office the Total of Payments above stated, together with default charges at the above rate, court costs and reasonable attorney's fees in event of default.

Payment of Total of Payments, which includes the amounts of Discount, Service Charge, Minimum Charge, Recording Fees, Insurance Premium and Proceeds of Loan above stated, shall be made in consecutive monthly installments beginning on stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment. Default in paying any installment shall, at the option of holder without notice or demand, render entire sum unpaid at once due and payable. If the note is wholly paid before maturity, a portion of the discount shall be refunded or credited, calculated in that amount which shall be that proportion of the interest or discount which the sum of the monthly balances originally scheduled to be outstanding during the full months following such prepayment in full bears to the sum of all monthly balances originally scheduled to be outstanding (both sums to be determined by the schedule of payments in the original contract).

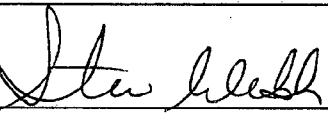
This note shall secure repayment of the Total of Payments and all future advances which the payee herein named in its sole discretion, without obligation to do so, may make to Borrowers: any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

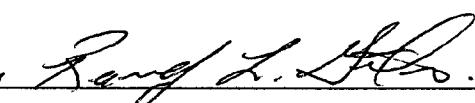
This note is executed and delivered in connection with an Installment Loan Security Agreement entered into by makers and payee under even date herewith; all terms thereof are incorporated by reference.

Makers hereof severally consent to extensions of time of payment without notice. A statement of said loan has been delivered to the borrower as required by law. This note is governed by the laws of Pennsylvania.

The following notice applies only if the proceeds of this loan have been applied in whole or substantial part to the purchase of goods and/or services from a person who, in the ordinary course of his business sells such goods and/or services to consumers, and Borrower has been referred to the Lender by the Seller, or Lender is affiliated with the Seller by common control, contract, or business arrangement.
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WITNESS:





KAREN L. STACK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200115972
 RECEIVED ON
 Oct 05, 2001
 12:14:02 PM
 Total Pages: 6

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4 ,
 2001. The mortgagor is RANDY L. GILES ("Borrower"). This Security Instrument is given to FNB CONSUMER
 DISCOUNT COMPANY , which is organized and existing
 under the laws of PENNSYLVANIA , and whose address is 904 BEAVER DR
 PO BOX 830 DUBOIS PA 15801 ("Lender").
 Borrower owes Lender the principal sum of NINETEEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS
 AND 58/100 Dollars (U.S. \$ 19,927.58.....). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on 10/20/06 This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
 of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
 and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
 located in SANDY TOWNSHIP, CLEARFIELD County, Pennsylvania;

TAX MAP OR PARCEL ID NO 128-D03-150

Deed # 199909952

RECORDING FEES -	\$15.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$17.50
CUSTOMER	
F N B CONSUMER DISC CO	

which has the address of RD. 2 BOX 355B , DUBOIS ,
 (Street) 15801 (City)
 Pennsylvania ("Property Address");
 [Zip Code]

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

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

Witnesses:

Stan Blythe (Seal)
RANDY L. GILES —Borrower

Social Security Number. 167-60-1320

..... (Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD
On this, the 4th day of OCTOBER, 2001, before me, NICOLE M. BUCKVICH, NOTARY PUBLIC
County ss:
the undersigned officer, personally appeared RANDY L. GILES, known to me (or satisfactorily proven) to be the person(s)
whose name(s) IS subscribed to the within instrument and acknowledged that HE
executed the same for the purposes herein contained.

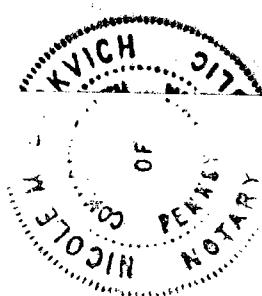
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

FEBRUARY 18, 2002

Nicole M. Buckvich
NICOLE M. BUCKVICH, NOTARY PUBLIC
Title of Officer
904 BEAVER DR. PO BOX 830 DUBOIS PA 15801
Nicole M. Buckvich
Title of Officer

I hereby certify that the precise address of the within Mortgagor (Lender) is



Notarial Seal	
Nicole M. Buckvich, Notary Public	
DuBois, Clearfield County	
My Commission Expires Feb. 18, 2002	
Member, Pennsylvania Association of Notaries	

NOTICE OF INTENTION TO REPOSSESS MOBILE HOME

Customer(s): RANDY L. GILES

Creditor: FNB CONSUMER DISCOUNT CO

Address: RD 2 BOX 355B

Address: 904 BEAVER DR PO BOX 830

DUBOIS PA 15801

DUBOIS PA 15801

Account Number: 10-501026

Phone: 814-371-7350

Date of Loan: OCTOBER 4, 2001

Date of Notice: MARCH 4, 2003

The CONTRACT held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your 1984 CHAMPION MOBILEHOME

(YEAR) 1984 (MAKE) CHAMPION (MODEL) MOBILEHOME
mobile home IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY
FEBRUARY, and MARCH, and/or because

NO EVIDENCE OF FIRE INSURANCE

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$ 1,008.10.

You may cure this default within FORTY-FIVE (45) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR.

PO BOX 830 DUBOIS PA 15801

If you do not cure the default within FORTY-FIVE (45) DAYS, we intend to exercise our right to accelerate the payments as that right is limited by your rights described in that important notice. 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 contract in monthly installments. If full payment of the amount of default is not made within FORTY-FIVE (45) DAYS, we may take possession of your mobile home and proceed to have you ejected from said mobile home, if you refuse to vacate.

We may transfer ownership to your mobile home by selling same.

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. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50. 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 forty-five (45) 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 contract.

If you cure the default, the contract 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.

If you have any questions, please contact the office of the creditor named above immediately.

MOBILHOM.REP

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Customer(s): RANDY L. GILES

Address: RD 2 BOX 355B
DUBOIS PA 15801

Account Number: 10-501026

Date of Loan: OCTOBER 04, 2001

Creditor: FNB CONSUMER DISCOUNT COMPANY
Address: 904 BEAVER DR PO BOX 830
DUBOIS PA 15801
Phone: (814) 371-7350
Date of Notice: MARCH 4, 2003

The MORTGAGE held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your property located at 904 BEAVER DR PO BOX 830 DUBOIS PA 15801 IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY, and MARCH, and/or because NO EVIDENCE OF FIRE INSURANCE).

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1,008.10.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801.

If you do not cure the default within THIRTY (30) DAYS or comply with the accompanying notice, we intend to exercise our right to accelerate the mortgage payments as that right is limited by your rights described in that important notice. 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 or such additional time to which you may be entitled under the program described in the enclosed notice, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property 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 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 or other time described in the enclosed notice 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 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 costs 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 JUNE 4, 2003. A notice of the 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 will be by calling us at the following number 814-371-7350. This payment must be in cash, cashier's check, certified check or money order and made payable to us 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 in 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 MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, (AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED)). CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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.

If you have any questions, please contact the office of the creditor named above immediately.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): RANDY L. GILES

PROPERTY ADDRESS: RD 2 BOX 355B

DUBOIS PA 15801

LOAN ACCT. NO.: 10-501026

ORIGINAL LENDER: FNB CONSUMER DISCOUNT COMPANY

CURRENT LENDER/SERVICER: FNB CONSUMER DISCOUNT COMPANY

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above lender on your property located at: RD 2 BOX 355B DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
DECEMBER, JANUARY, AND FEBRUARY

AMOUNT PAST DUE: \$1,008.10

Other charges (explain/itemize):

TOTAL AMOUNT PAST DUE:

\$1,008.10

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

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 \$ 1,008.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FNB CONSUMER DISCOUNT

COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

for Service
Document
of Plaintiff's Attorney
of Plaintiff's Attorney
for Plaintiff's Attorney

Document
of Plaintiff's Attorney
for Plaintiff's Attorney

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 MARY GRACE LANE
JOHNSTOWN, PA 15901
(814)553-6556
FAX# (814)539-1688

INDIANA COUNTY COMMUNITY ACTION
827 WATER STREET, BOX 187
INDIANA, PA 15701
(412)465-2657
FAX# (412)465-5110

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.
500-02 THIRD AVE
PO BOX 278
DUNCANSVILLE, PA 16335
(814)696-3546

June 24 2003

Document

Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

July 28 2003

Document

Reinstated/Reissued to Sheriff/Attorney
for service.

W. A. Shaw
Deputy Prothonotary

FILED

O - 7.18 BAPL \$5.00
2cc to City

MAY 12 2003

William A. Shaw
Prothonotary

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs : No. 03-717 C.D.
RANDY L. GILES, :
Defendant :
: Type of Pleading: Praecipe to Reinstate
: Complaint
: Filed on behalf of: FNB Consumer
: Discount Company
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

JUN 24 2003

**William A. Shaw
Prothonotary**

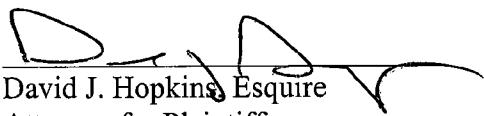
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs :
No. 03-717 C.D.
RANDY L. GILES, :
Defendant :
.

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint filed in the above captioned matter.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

RECEIVED
COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
REINSTATEMENT PETITION

FILED

JUN 24 2003
07 11:00 A.M.

William A. Shaw
Prothonotary

1 complaint number
7-
to stay

In The Court of Common Pleas of Clearfield County, Pennsylvania

FNB CONSUMER DISCOUNT COMPANY

VS.

GILES, RANDY L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14048

03-717-CD

SHERIFF RETURNS

NOW JUNE 13, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT SERVED, TIME EXPIRED" AS TO RANDY L. GILES, ATTEMPTED NOT HOME.

Return Costs

Cost	Description
41.73	SHERIFF HAWKINS PAID BY: ATTY CK# 13293
10.00	SURCHARGE PAID BY: ATTY CK# 13294

Sworn to Before Me This

27 Day Of June 2003
William A. Shaw

So Answers,

Chester A. Hawkins
by *Marilyn A. Harr*
Chester A. Hawkins
Sheriff

FILED
2:16 PM
JUN 27 2003

William A. Shaw
Prothonotary

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs : No. 03-717-CJ
RANDY L. GILES, :
Defendant : COMPLAINT IN MORTGAGE
: FORECLOSURE
: Filed on behalf of: FNB Consumer
: Discount Company
: Counsel of Record for this party:
: THE HOPKINS LAW FIRM
: DAVID J. HOPKINS, Esquire
: Attorney at Law
: Supreme Court No. 42519
: LEA ANN HELTZEL, Esquire
: Attorney at Law
: Supreme Court No. 83998
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

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

MAY 12 2003

Attest.

William L. Chesser
Prothonotary/
Clerk of Courts

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff : :

:

vs : No.

:

RANDY L. GILES, : :

Defendant : :

IMPORTANT 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, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff : :

vs : :

RANDY L. GILES, :
Defendant : :

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, FNB Consumer Discount Company, by and through its counsel, The Hopkins Law Firm, and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, FNB Consumer Discount Company is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and maintaining a principal business address at 904 Beaver Drive, P.O. Box 830, DuBois, Pennsylvania 15801.

2. Defendant, Randy L. Giles, is an adult individual whose last known address is R.D. #2, Box 355B, DuBois, Pennsylvania 15801.

3. Defendant, Randy L. Giles, is the mortgagor and real property owner of the premises hereinafter described. Located upon the property is a 1984 Champ mobile home with a vehicle identification number 0748134167 bearing title number 35731485903 GL.

4. On October 4, 2001, Defendant made, executed and delivered to Plaintiff a note (the "Note") and mortgage (the "Mortgage"), true and correct copies of which are attached hereto as Exhibits "A-1" and "A-2". The Mortgage was recorded on October 5, 2001 in the Office of the Recorder of Deeds in and for the County of Clearfield as Instrument No. 2001-

15972. The said Note and Mortgage were in a principal amount of \$19,927.58 with interest thereon at 22.20% per annum, payable as to principal and interest in full monthly installments of \$330.00 commencing November 20, 2001. Said Note and Mortgage are incorporated herein by reference.

5. The Mortgage covers the real property and trailer known as Tax Map or Parcel I.D. No. 128-D03-150 located in the Township of Sandy and described in a Deed recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 1999-09952 (the "Mortgaged Premises"):

6. The Mortgage is in default because payments of principal and interest due December 20, 2002 and monthly thereafter, are due and have not been paid, whereby the whole balance of principal and interest due thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and cost of collection including title search fees and reasonable attorney's fees.

7. The following amounts are due on the Mortgage and Note:

Balance of principal	\$ 10,171.41
Accrued but unpaid interest from December 20, 2002 through May 8, 2003 at 22.2% per annum	\$ 865.26
Reasonable attorney's fees	\$
Late charges on over due amount from December 30, 2002 through May 8, 2003	\$ 61.03
Total as of May 8, 2003	\$

Plus, the following amounts accruing after May 8, 2003:

Interest at the rate of 22.2% (per diem \$6.27).....	\$
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8. Plaintiff has complied with 41 P.S. §403 (Act 6 of 1974) of the General Assembly of the Commonwealth. Plaintiff has complied with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) of the General Assembly of the Commonwealth. See Exhibit "B".

WHERFORE, Plaintiff demands judgment in the mortgage foreclosure for the amount due of \$11,097.80 plus reasonable attorney fees plus continuing interest and late charges at the contract rate from May 8, 2003, as authorized by the Note and costs of foreclosure and sale of the Premises.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I, Stephen Welsh, Assistant Vice President, of FNB Consumer Discount Company, do hereby depose and say, 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 upon my information and belief. I further depose and say that, in my position as Assistance Vice President I am duly authorized to make this authorization on behalf of FNB Consumer Discount Company.

FNB Consumer Discount Company

By: Stephen Welsh
Stephen Welsh, Assistant Vice President

Date: 4-9-03

NOTE

PAYEE

• P.N.B. CONSUMER DISCOUNT COMPANY
 • 904 BEAVER DRIVE DRAWER 830
 • DUBOIS PA 15801

EXTENSION CHARGE, 1 1/4% PER MONTH ON AMOUNTS EXTENDED FOR TIME EXTENDED. \$1.00 MINIMUM.
 DEFAULT CHARGES, 1 1/4% PER MONTH FROM DATE DUE ON AMOUNT IN ARREARS FOR TEN (10) OR MORE DAYS. \$1.00 MINIMUM.

ACCOUNT NO.	BUREAU DATE
501026	26
DATE OF LOAN	10/04/01

NAME AND ADDRESS

RANDY L GILES
 • RD 2 BOX 355B
 • DUBOIS, PA 15801

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Of Payments The amount you will have paid after you have made all payments as scheduled.
22.20 %	\$ 7932.60	\$ 11994.98	\$ 19927.58

YOUR PAYMENT SCHEDULE WILL BE:

FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS
11/20/01	10/20/06	60 MONTHLY PAYMENTS	457.58	330.00

IN CONSIDERATION of a loan made by the Lender named above, at its above office, in accordance with the Consumer Discount Company Act of April 1937, as amended, the undersigned jointly and severally promise to pay to the order of said corporation at its above office the Total of Payments above stated together with default charges at the above rate, court costs and reasonable attorney's fees in event of default.

Payment of Total of Payments, which includes the amounts of Discount, Service Charge, Minimum Charge, Recording Fees, Insurance Premium and Proceeds of Loan above stated, shall be made in consecutive monthly installments beginning on stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment. Default in paying any installment shall, at the option of holder without notice or demand, render entire sum unpaid at once due and payable. If the note is wholly paid before maturity, a portion of the discount shall be refunded or credited, calculated in that amount which shall be that proportion of the interest or discount which the sum of the monthly balances originally scheduled to be outstanding during the full months following such prepayment in full bears to the sum of all monthly balances originally scheduled to be outstanding (both sums to be determined by the schedule of payments in the original contract).

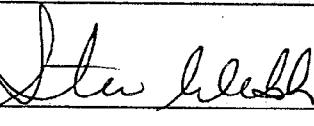
This note shall secure repayment of the Total of Payments and all future advances which the payee herein named in its sole discretion, without obligation to do so, may make to Borrowers: any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

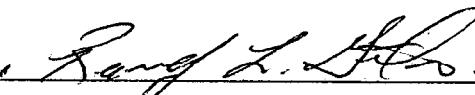
This note is executed and delivered in connection with an Installment Loan Security Agreement entered into by makers and payee under even date herewith; all terms thereof are incorporated by reference.

Makers hereof severally consent to extensions of time of payment without notice. A statement of said loan has been delivered to the borrower as required by law. This note is governed by the laws of Pennsylvania.

The following notice applies only if the proceeds of this loan have been applied in whole or substantial part to the purchase of goods and/or services from a person who, in the ordinary course of his business sells such goods and/or services to consumers, and Borrower has been referred to the Lender by the Seller, or Lender is affiliated with the Seller by common control, contract, or business arrangement.
 NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WITNESS:





KAREN L. STARCK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 Pennsylvania
 INSTRUMENT NUMBER
 200115972
 RECORDED ON
 Oct 05, 2001
 12:14:02 PM
 Total Pages: 6

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4 ,
 19 2001 . The mortgagor is RANDY L. GILES ("Borrower"). This Security Instrument is given to FNB CONSUMER
 DISCOUNT COMPANY , which is organized and existing
 under the laws of PENNSYLVANIA , and whose address is 904 BEAVER DR
 PO BOX 830 DUBOIS PA 15801 ("Lender").
 Borrower owes Lender the principal sum of NINETEEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS
 AND 58/100 Dollars (U.S. \$ 19,927.58). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on 10/20/06 This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
 of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
 and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
 located in SANDY TOWNSHIP, CLEARFIELD County, Pennsylvania:

TAX MAP OR PARCEL ID NO 128-D03-150

Deed # 199909952

	RECORDING FEES -	\$15.00
RECORDER	RECORDED	
IMPROVEMENT FUND	COUNTY IMPROVEMENT	\$1.00
STATE WRIT TAX		
TOTAL		\$17.50
CUSTOMER		
F N B CONSUMER DISC CO		

which has the address of RD. 2, BOX 355B , DUBOIS ,
 [Street] [City]
 15801
 Pennsylvania ("Property Address");
 [Zip Code]

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

RANDY L. GILES(Seal)
—Borrower

Social Security Number. 167-60-1320

.....(Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

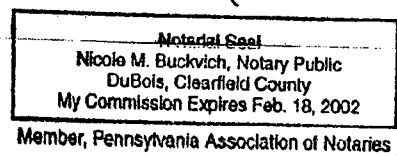
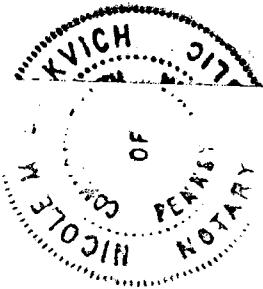
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD
On this, the 4th day of OCTOBER, 2001, County ss:
the undersigned officer, personally appeared RANDY L. GILES, before me, NICOLE M. BUCKVICH, NOTARY PUBLIC
whose name(s) IS known to me (or satisfactorily proven) to be the person(s)
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:

FEBRUARY 18, 2002

NICOLE M. BUCKVICH, NOTARY PUBLIC
Title of Officer
904 BEAVER DR. PO BOX 830 DUBOIS PA 15801
Title of Officer

I hereby certify that the precise address of the within Mortgagee (Lender) is



NOTICE OF INTENTION TO REPOSSESS MOBILE HOME

Customer(s): RANDY L. GILES

Creditor: FNB CONSUMER DISCOUNT CO
Address: 904 BEAVER DR PO BOX 830

Address: RD 2 BOX 355B

DUBOIS PA 15801

DUBOIS PA 15801

Phone: 814-371-7350

Account Number: 10-501026

Date of Notice: MARCH 4, 2003

Date of Loan: OCTOBER 4, 2001

The CONTRACT held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your 1984 CHAMPION MOBILEHOME

mobile home IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY, FEBRUARY, and NO EVIDENCE OF FIRE INSURANCE, and/or because

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$ 1,008.10.

You may cure this default within FORTY-FIVE (45) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR.

If you do not cure the default within FORTY-FIVE (45) DAYS, we intend to exercise our right to accelerate the payments as that right is limited by your rights described in that important notice. 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 contract in monthly installments. If full payment of the amount of default is not made within FORTY-FIVE (45) DAYS, we may take possession of your mobile home and proceed to have you ejected from said mobile home, if you refuse to vacate.

We may transfer ownership to your mobile home by selling same.

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. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50. 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 forty-five (45) 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 contract.

If you cure the default, the contract 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.

If you have any questions, please contact the office of the creditor named above immediately.

MOBILHOM.REP

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Customer(s): RANDY L. GILES

Address: RD 2 BOX 355B
DUBOIS PA 15801

Account Number: 10-501026

Date of Loan: OCTOBER 04, 2001

Creditor: FNB CONSUMER DISCOUNT COMPANY

Address: 904 BEAVER DR PO BOX 830
DUBOIS PA 15801

Phone: (814) 371-7350

Date of Notice: MARCH 4, 2003

The MORTGAGE held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your property located at 904 BEAVER DR PO BOX 830 DUBOIS PA 15801 IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY, and MARCH, and/or because NO EVIDENCE OF FIRE INSURANCE).

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1,008.10.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801.

If you do not cure the default within THIRTY (30) DAYS or comply with the accompanying notice, we intend to exercise our right to accelerate the mortgage payments as that right is limited by your rights described in that important notice. 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 or such additional time to which you may be entitled under the program described in the enclosed notice, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property 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 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 or other time described in the enclosed notice 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 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 costs 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 JUNE 4, 2003. A notice of the 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 will be by calling us at the following number 814-371-7350. This payment must be in cash, cashier's check, certified check or money order and made payable to us 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 in 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 MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, (AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED)). CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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.

If you have any questions, please contact the office of the creditor named above immediately.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): RANDY L. GILES

PROPERTY ADDRESS: RD 2 BOX 355B

DUBOIS PA 15801

LOAN ACCT. NO.: 10-501026

ORIGINAL LENDER: FNB CONSUMER DISCOUNT COMPANY

CURRENT LENDER/SERVICER: FNB CONSUMER DISCOUNT COMPANY

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above lender on your property located at: RD 2 BOX 355B DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
DECEMBER, JANUARY, AND FEBRUARY

AMOUNT PAST DUE: \$1,008.10

Other charges (explain/itemize):

TOTAL AMOUNT PAST DUE:
\$1,008.10

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION _____

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 \$ 1,008.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FNB CONSUMER DISCOUNT

COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 MARY GRACE LANE
JOHNSTOWN, PA 15901
(814)553-6556
FAX# (814)539-1688

INDIANA COUNTY COMMUNITY ACTION
827 WATER STREET, BOX 187
INDIANA, PA 15701
(412)465-2657
FAX# (412)465-5118

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.
500-02 THIRD AVE
PO BOX 278
DUNCANSVILLE, PA 16335
(814)696-3546

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs : No. 03-717 C.D.
RANDY L. GILES, :
Defendant : Type of Pleading: Praecipe to Reinstate
Complaint :
: Filed on behalf of: FNB Consumer
Discount Company :
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

JUL 28 2003

William A. Shaw
Prothonotary

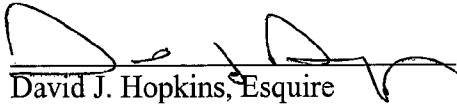
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
:
vs : No. 03-717 C.D.
:
RANDY L. GILES, :
Defendant :
:

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint filed in the above captioned matter.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

FILED

08-35 Baff Rd 7.00
1 remanded complaint
JUL 28 2003
to attorney Hopkins

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

FNB CONSUMER DISCOUNT COMPANY

VS.

GILES, RANDY L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14048

03-717-CD

SHERIFF RETURNS

NOW JULY 28, 2003 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
"NOT SERVED, TIME EXPIRED" AS TO RANDY L. GILES, DEFENDANT. ATTEMPTED NOT
HOME.

Return Costs

Cost	Description
19.05	SHERIFF HAWKINS PAID BY: ATTY CK# 13425
10.00	SURCHARGE PAID BY: ATTY CK# 13427

Sworn to Before Me This

29th Day Of July 2003
William A. Shaw

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

So Answers,

*Chester Hawkins
by Marilyn Hump*
Chester A. Hawkins
Sheriff

FILED *WCC*
013-216-001
JUL 29 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION
Plaintiff :
vs
No. 03-717-CD
RANDY L. GILES, :
Defendant :
COMPLAINT IN MORTGAGE
FORECLOSURE
Filed on behalf of: FNB Consumer
Discount Company
Counsel of Record for this party:
THE HOPKINS LAW FIRM
DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519
LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998
900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

24 JUN 02 Document
Reinstated/Reissued to Sheriff, Attorney
for service.
William A. Shaw
Deputy Prothonotary

~~FILED~~

JUN 24 2003

William A. Shaw
Prothonotary

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

MAY 12 2003

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff :

:

vs : No.

:

RANDY L. GILES, :

Defendant :

IMPORTANT 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, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

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

FNB CONSUMER DISCOUNT COMPANY : CIVIL ACTION

Plaintiff : :

:

vs : :

:

RANDY L. GILES, : :

Defendant : :

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, FNB Consumer Discount Company, by and through its counsel, The Hopkins Law Firm, and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, FNB Consumer Discount Company is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and maintaining a principal business address at 904 Beaver Drive, P.O. Box 830, DuBois, Pennsylvania 15801.

2. Defendant, Randy L. Giles, is an adult individual whose last known address is R.D. #2, Box 355B, DuBois, Pennsylvania 15801.

3. Defendant, Randy L. Giles, is the mortgagor and real property owner of the premises hereinafter described. Located upon the property is a 1984 Champ mobile home with a vehicle identification number 0748134167 bearing title number 35731485903 GI.

4. On October 4, 2001, Defendant made, executed and delivered to Plaintiff a note (the "Note") and mortgage (the "Mortgage"), true and correct copies of which are attached hereto as Exhibits "A-1" and "A-2". The Mortgage was recorded on October 5, 2001 in the Office of the Recorder of Deeds in and for the County of Clearfield as Instrument No. 2001-

15972. The said Note and Mortgage were in a principal amount of \$19,927.58 with interest thereon at 22.20% per annum, payable as to principal and interest in full monthly installments of \$330.00 commencing November 20, 2001. Said Note and Mortgage are incorporated herein by reference.

5. The Mortgage covers the real property and trailer known as Tax Map or Parcel I.D. No. 128-D03-150 located in the Township of Sandy and described in a Deed recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 1999-09952 (the "Mortgaged Premises"):

6. The Mortgage is in default because payments of principal and interest due December 20, 2002 and monthly thereafter, are due and have not been paid, whereby the whole balance of principal and interest due thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and cost of collection including title search fees and reasonable attorney's fees.

7. The following amounts are due on the Mortgage and Note:

Balance of principal	\$ 10,171.41
Accrued but unpaid interest from December 20, 2002 through May 8, 2003 at 22.2% per annum	\$ 865.26
Reasonable attorney's fees	\$
Late charges on over due amount from December 30, 2002 through May 8, 2003	\$ 61.03
Total as of May 8, 2003	\$

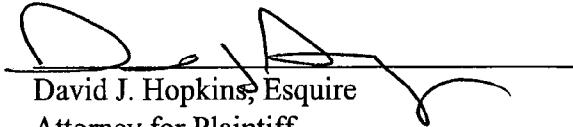
Plus, the following amounts accruing after May 8, 2003:

Interest at the rate of 22.2% (per diem \$6.27).....	\$
--	----

8. Plaintiff has complied with 41 P.S. §403 (Act 6 of 1974) of the General Assembly of the Commonwealth. Plaintiff has complied with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) of the General Assembly of the Commonwealth. See Exhibit "B".

WHERFORE, Plaintiff demands judgment in the mortgage foreclosure for the amount due of \$11,097.80 plus reasonable attorney fees plus continuing interest and late charges at the contract rate from May 8, 2003, as authorized by the Note and costs of foreclosure and sale of the Premises.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I, Stephen Welsh, Assistant Vice President, of FNB Consumer Discount Company, do hereby depose and say, 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 upon my information and belief. I further depose and say that, in my position as Assistance Vice President I am duly authorized to make this authorization on behalf of FNB Consumer Discount Company.

FNB Consumer Discount Company

By: Stephen Welsh
Stephen Welsh, Assistant Vice President

Date: 4-9-03

NOTE

PAYEE

- F.N.B. CONSUMER DISCOUNT COMPANY
- 904 BEAVER DRIVE DRAWER 830
- DUBOIS PA 15801

EXTENSION CHARGE, 1 1/4% PER MONTH ON AMOUNTS EXTENDED FOR TIME EXTENDED. \$1.00 MINIMUM.
DEFAULT CHARGES, 1 1/4% PER MONTH FROM DATE DUE ON AMOUNT IN ARREARS FOR TEN (10) OR MORE DAYS. \$1.00 MINIMUM.

ACCOUNT NO. 501026
DUE DATE 20
DATE OF LOAN 10/04/01

NAME AND ADDRESS

RANDY L. GILES
• RD 2 BOX 355B
• DUBOIS, PA 15801

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Of Payments The amount you will have paid after you have made all payments as scheduled.
22.20 %	\$ 7932.60	\$ 11994.98	\$ 19927.58

YOUR PAYMENT SCHEDULE WILL BE:

FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS
11/20/01	10/20/06	60 MONTHLY PAYMENTS	457.58	330.00

IN CONSIDERATION of a loan made by the Lender named above, at its above office, in accordance with the Consumer Discount Company Act of April 1937, as amended, the undersigned jointly and severally promise to pay to the order of said corporation at its above office the Total of Payments above stated together with default charges at the above rate, court costs and reasonable attorney's fees in event of default.

Payment of Total of Payments, which includes the amounts of Discount, Service Charge, Minimum Charge, Recording Fees, Insurance Premium and Proceeds of Loan above stated, shall be made in consecutive monthly installments beginning on stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment. Default in paying any installment shall, at the option of holder without notice or demand, render entire sum unpaid at once due and payable. If the note is wholly paid before maturity, a portion of the discount shall be refunded or credited, calculated in that amount which shall be that proportion of the interest or discount which the sum of the monthly balances originally scheduled to be outstanding during the full months following such prepayment in full bears to the sum of all monthly balances originally scheduled to be outstanding (both sums to be determined by the schedule of payments in the original contract).

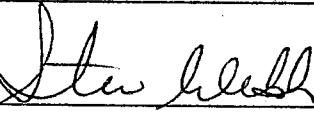
This note shall secure repayment of the Total of Payments and all future advances which the payee herein named in its sole discretion, without obligation to do so, may make to Borrowers: any judgment entered hereon or on any prior note for which this note is in whole or in part mediately or immediately a renewal shall be security for payment hereof and of any future note which is in whole or in part mediately or immediately a renewal hereof.

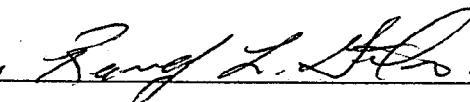
This note is executed and delivered in connection with an Installment Loan Security Agreement entered into by makers and payee under even date herewith; all terms thereof are incorporated by reference.

Makers hereof severally consent to extensions of time of payment without notice. A statement of said loan has been delivered to the borrower as required by law. This note is governed by the laws of Pennsylvania.

The following notice applies only if the proceeds of this loan have been applied in whole or substantial part to the purchase of goods and/or services from a person who, in the ordinary course of his business sells such goods and/or services to consumers, and Borrower has been referred to the Lender by the Seller, or Lender is affiliated with the Seller by common control, contract, or business arrangement.
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WITNESS:




(SEAL)

KAREN L. STACK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200115972

RECORDED ON

ct Oct 05 2001
12:14:02 PM

Total Pages: 6

CORING FEES \$17.00
CORDER \$1.00
UNITY IMPROVEMENT \$1.00
ND
CORNER \$1.00
PROVEMENT FUND
ATE WRIT. TAX \$0.50
TAL \$19.50

CUSTOMER
N B CONSUMER DISC CO

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4, 19 2001. The mortgagor is RANDY L. GILES ("Borrower"). This Security Instrument is given to FNB CONSUMER DISCOUNT COMPANY, which is organized and existing under the laws of PENNSYLVANIA, and whose address is 904 BEAVER DR. PO BOX 830 DUBOIS PA 15801 ("Lender"). Borrower owes Lender the principal sum of NINETEEN THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS AND 58/100 Dollars (U.S. \$ 19,927.58). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 10/20/06. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in SANDY TOWNSHIP, CLEARFIELD County, Pennsylvania:

TAX MAP OR PARCEL ID NO 128-D03-150

Deed # 199909952

RECORDED	RECORDED	COUNTY IMPROVEMENT	RECORDING FEES -
FUND	FUND	\$1.00	\$15.00
IMPROVEMENT FUND			
STATE WRIT TAX		\$0.50	
TOTAL		\$17.50	
CUSTOMER			
F N B CONSUMER DISC CO			

which has the address of RD. 2, BOX 355B, DUBOIS, (City)
15801 [Street]
Pennsylvania (Property Address); [Zip Code]

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

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

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

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

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Stan Hieb

Randy L. Giles(Seal)
RANDY L. GILES —Borrower

Social Security Number 167-60-1320

.....(Seal)
—Borrower

Social Security Number.....

[Space Below This Line For Acknowledgment]

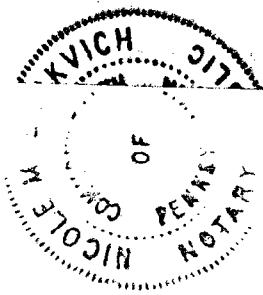
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD
On this, 4th day of OCTOBER, 2001, County ss:
the undersigned officer, personally appeared RANDY L. GILES, before me, NICOLE M. BUCKVICH, NOTARY PUBLIC
whose name(s) IS known to me (or satisfactorily proven) to be the person(s)
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires:

FEBRUARY 18, 2002

Nicole M. Buckvich
NICOLE M. BUCKVICH, NOTARY PUBLIC
Title of Officer
904 BEAVER DR PO BOX 830 DUBOIS PA 15801
Title of Officer

I hereby certify that the precise address of the within Mortgagee (Lender) is



Notarial Seal
Nicole M. Buckvich, Notary Public
DuBois, Clearfield County
My Commission Expires Feb. 18, 2002
Member, Pennsylvania Association of Notaries

NOTICE OF INTENTION TO REPOSSESS MOBILE HOME

Customer(s): RANDY L. GILES

Creditor: FNB CONSUMER DISCOUNT CO

Address: RD 2 BOX 355B

Address: 904 BEAVER DR PO BOX 830

DUBOIS PA 15801

DUBOIS PA 15801

Account Number: 10-501026

Phone: 814-371-7350

Date of Loan: OCTOBER 4, 2001

Date of Notice: MARCH 4, 2003

The CONTRACT held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your 1984 CHAMPION MOBILEHOME

(YEAR) 1984 MAKE CHAMPION MODEL MOBILEHOME
mobile home IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY
FEBRUARY, and NO EVIDENCE OF FIRE INSURANCE, and/or because

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$ 1,008.10.

You may cure this default within FORTY-FIVE (45) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR.

PO BOX 830 DUBOIS PA 15801
If you do not cure the default within FORTY-FIVE (45) DAYS, we intend to exercise our right to accelerate the payments as that right is limited by your rights described in that important notice. 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 contract in monthly installments. If full payment of the amount of default is not made within FORTY-FIVE (45) DAYS, we may take possession of your mobile home and proceed to have you ejected from said mobile home, if you refuse to vacate.

We may transfer ownership to your mobile home by selling same.

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. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50. 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 forty-five (45) 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 contract.

If you cure the default, the contract 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.

If you have any questions, please contact the office of the creditor named above immediately.

MOBILHOM.REP

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Customer(s): RANDY L. GILES

Address: RD 2 BOX 355B
DUBOIS PA 15801

Account Number: 10-501026

Date of Loan: OCTOBER 04, 2001

Creditor: FNB CONSUMER DISCOUNT COMPANY

Address: 904 BEAVER DR PO BOX 830
DUBOIS PA 15801

Phone: (814) 371-7350

Date of Notice: MARCH 4, 2003

The MORTGAGE held by FNB CONSUMER DISCOUNT COMPANY (hereinafter we, us or ours) on your property located at 904 BEAVER DR PO BOX 830 DUBOIS PA 15801 IS IN SERIOUS DEFAULT (because you have not made the monthly payments of \$330.00 for the months of DECEMBER, JANUARY, and MARCH, and/or because NO EVIDENCE OF FIRE INSURANCE).

Late charges (and other charges) have also accrued to this date in the amount of \$18.10. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$1,008.10.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying us the above amount of \$1,008.10, plus any additional monthly payments and late charge which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at FNB CONSUMER DISCOUNT COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801.

If you do not cure the default within THIRTY (30) DAYS or comply with the accompanying notice, we intend to exercise our right to accelerate the mortgage payments as that right is limited by your rights described in that important notice. 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 or such additional time to which you may be entitled under the program described in the enclosed notice, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed your mortgaged property 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 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 or other time described in the enclosed notice 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 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 costs 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 JUNE 4, 2003. A notice of the 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 will be by calling us at the following number 814-371-7350. This payment must be in cash, cashier's check, certified check or money order and made payable to us 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 in 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 MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, (AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED). CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST). YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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.

If you have any questions, please contact the office of the creditor named above immediately.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): RANDY L. GILES

PROPERTY ADDRESS: RD 2 BOX 355B

DUBOIS PA 15801

LOAN ACCT. NO.: 10-501026

ORIGINAL LENDER: FNB CONSUMER DISCOUNT COMPANY

CURRENT LENDER/SERVICER: FNB CONSUMER DISCOUNT COMPANY

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT — The MORTGAGE debt held by the above lender on your property located at: RD 2 BOX 355B DUBOIS PA 15801

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
DECEMBER, JANUARY, AND FEBRUARY

AMOUNT PAST DUE: \$1,008.10

Other charges (explain/itemize):

TOTAL AMOUNT PAST DUE:
\$1,008.10

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION

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 \$ 1,008.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: FNB CONSUMER DISCOUNT

COMPANY 904 BEAVER DR PO BOX 830 DUBOIS PA 15801

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION
1954 MARY GRACE LANE
JOHNSTOWN, PA 15901
(814)553-6556
FAX# (814)539-1688

INDIANA COUNTY COMMUNITY ACTION
827 WATER STREET, BOX 187
INDIANA, PA 15701
(412)465-2657
FAX# (412)465-5118

CONSUMER CREDIT COUNSELING SERVICE OF WESTERN PA, INC.
500-02 THIRD AVE
PO BOX 278
DUNCANSVILLE, PA 16335
(814)696-3546

In The Court of Common Pleas of Clearfield County, Pennsylvania

FNB CONSUMER DISCOUNT COMPANY

VS.

GILES, RANDY L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14048

03-717-CD

SHERIFF RETURNS

NOW JULY 31, 2003 AT 9:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILES, DEFENDANT AT RESIDENCE, RD#2 BOX 355B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDY L. GILES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING.

Return Costs

Cost	Description
23.05	SHERIFF HAWKINS PAID BY: ATTY CK# 13518
10.00	SURCHARGE PAID BY: ATTY CK# 13519

Sworn to Before Me This

16th Day Of August 2003
William A. Shaw

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

So Answers,

*Chester Hawkins
by Mauler Hanner*
Chester A. Hawkins
Sheriff

FILED

*03:07 AM
AUG 06 2003*

William A. Shaw
Prothonotary/Clerk of Courts

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

FNB CONSUMER DISCOUNT
COMPANY

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*
*
*
*
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Case No. 03-717 C.D.

Plaintiff

Vs.

RANDY L. GILES

Defendant

Praeclipe to Discontinue

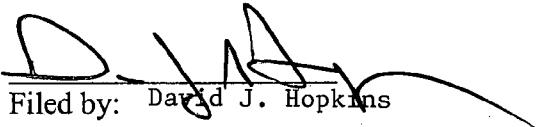
To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

HOPKINS HELTZEL LLP

7-19-07

Date


Filed by: David J. Hopkins

FILED 1 cert of disc
m/11:45 cm issued to
JUL 20 2007 Atty Hopkins

Wm A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

FNB Consumer Discount Company

Vs. **No. 2003-00717-CD**
Randy Lee Giles

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 July 20, 2007, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$92.00 have been paid in full by David J. Hopkins Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of July A.D. 2007.



William A. Shaw, Prothonotary