

03-1622-CD
FARMERS NATIONAL BANK OF EMLENTON, vs. HARRY B. HEPBURN, et al

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

HARRY B. HEPBURN, and
JACQUELINE M. HEPBURN,
husband and wife,
Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 03-1622-CD

TYPE OF PLEADING:
Complaint in Mortgage Foreclosure

FILED ON BEHALF OF:
Farmers National Bank of Emlenton,
Plaintiff

COUNSEL OF RECORD:
Lynn, King & Schreffler, P.C.

J. Michael King, Esq.
I.D. No. 25222

Michael W. Sloat, Esq.
I.D. No. 89076

606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

FILED

OCT 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK	:	IN THE COURT OF COMMON PLEAS
OF EMLENTON,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
	:	CIVIL ACTION- LAW
VS.	:	
	:	
HARRY B. HEPBURN and	:	NO.
JACQUELINE M. HEPBURN,	:	
husband and wife,	:	
Defendants.	:	

NOTICE TO DEFEND AND CLAIM RIGHTS

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 Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
814-765-2641, ext. #32

LYNN, KING & SCHREFFLER, P.C.
J. Michael King, Esquire
I.D. No. 25222
P.O. Box 99, 606 Main Street
Emlenton, PA 16373

Lynn King & Schreffler
J. Michael King, Esq.
606 Main Street
Emlenton, PA 16373
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COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., per J. Michael King, Esq. and Michael W. Sloat, Esq., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373, successor in interest to Peoples Savings Bank.
2. The Defendants, Harry B. Hepburn and Jacqueline M. Hepburn, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 12 Overdorf Avenue, DuBois, Pennsylvania 15801.
3. The Defendants are the owners of a certain parcel of property located in the Township of Sandy, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 12th day of April, 1993, and recorded in the Clearfield County Recorder's Office, Clearfield County, Record Book Volume 1526, Page 53, under date of April 23, 1993, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.
4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 22nd day of April, 1993, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

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JACQUELINE M. HEPBURN,

husband and wife,

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4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 22nd day of April, 1993, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.

5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of an Adjustable Rate Note, hereinafter the "Note", a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$17,100.00, in initial monthly installments of \$148.96, beginning on the 1st day of June, 1993, and continuing on the 1st day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on May 1, 2008.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, in Record Book Volume 1526, Page 57, under date of April 23, 1993, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$203.07 for the month of September, 2003, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:


Principal Balance	\$7,359.52
Interest through 10/23/03	
(\$1.2730 per diem)	39.32
Late charges as of 10/23/03	
4% per month (\$6.02)	47.77
Reasonable Attorney's Fees at	
10% of amount owed	<u>744.66</u>
TOTAL	<u>\$8,191.27</u>

Plus interest and late charges from October 23, 2003, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 12 Overdorf Avenue, Dubois, PA 15801-1341, the required Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
12. The aforescribed notice more particularly set forth in paragraph 11 hereof were unclaimed by the Defendants Hepburn, as evidenced by the receipts for certified mail and domestic return receipts attached hereto, marked Exhibit "E" and incorporated by reference herein. The notices that were sent by regular United States Mail were not returned.

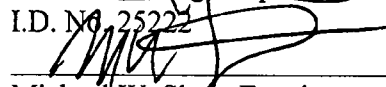
WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$8,191.27, together with interest and late charges from October 23, 2003, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



J. Michael King, Esquire

I.D. No. 25222



Michael W. Sloat, Esquire
I.D. No. 89076

Attorneys for Plaintiff
606 Main Street, Box 99
Emlenton, PA 16373
(724) 867-5921

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OF EMLENTON,

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IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO.

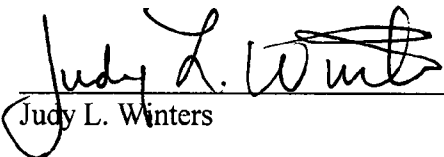
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF VENANGO

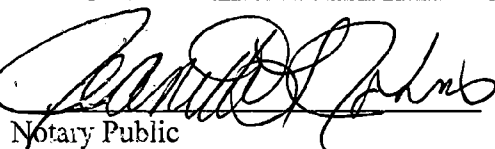
SS.

I, Judy L. Winters, being duly sworn according to law, depose and say that I am the Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information and belief.


Judy L. Winters

Sworn and subscribed before me

this 29th day of October, 2003.


Notary Public

My Commission Expires:

Lynn King & Schreffler
J. Michael King, Esq.
606 Main Street
Emlenton, PA 16373
724 867-5921

Notarial Seal
Jeanette L. Johns, Notary Public
Emlenton Boro, Venango County
My Commission Expires Oct. 3, 2005
Member, Pennsylvania Association of Notaries

WARRANTY DEED

VOL 1526 PAGE 53

The Plunket Co.
Williamsport, Pa. 17701**This Deed,**MADE the 12th day of April
in the year nineteen hundred and ninety three (1993)BETWEEN DAVID G. WILDAUER and JULIA A. WILDAUER, his wife, of the
City of DuBois, Clearfield County, Pennsylvania, Parties of the
First Part, GRANTORS,A
N
DHARRY B. HEPBURN and JACQUELINE M. HEPBURN, husband and wife, as
tenants by the entireties, of the City of DuBois, Clearfield County,
Pennsylvania, Parties of the Second Part, GRANTEEES.

WITNESSETH, That in consideration of

-----NINETEEN THOUSAND AND 00/100 (\$19,000.00)-----Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,All that certain piece, parcel or lot of land lying and being situate
in Sandy Township, Clearfield County, Pennsylvania, being known as
No. 12 Overdorf Avenue, being bounded and described as follows, to wit:BEGINNING at a point on the Southerly side of Overdorf
Avenue at land now or formerly of Pierce; thence Southerly
along said land now or formerly of Pierce 150 feet to an
alley; thence westerly along said alley, 25 feet to land
now or formerly of Jay Kessler; thence northerly along
said land now or formerly of Jay Kessler 150 feet to
Overdorf Avenue; thence Easterly along Overdorf Avenue
25 feet to land now or formerly of Pierce and the place
of beginning.BEING the same premises conveyed to David G. Wildauer and Julia
A. Wildauer, his wife, by deed of Harold E. Smith et al dated
February 3, 1987, and recorded in Clearfield County Deed Book 1140.
Page 028.UNDER AND SUBJECT to all reservations, exceptions and easements
as contained in prior deeds of conveyance or which can be determined
by a physical examination of the premises.I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:32 PM 4-23-93
BY Karen L. Starck
FEES 13.50

Karen L. Starck, Recorder

*Karen L. Starck*Karen L. Starck
Recorder of DeedsDUBOIS AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 190.00

PAID 4-23-93 KAREN L. STARCK
Date AgentCOMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PLATY
TRANSFER APR 23 1993
TAX
190.00
PAID

EXHIBIT

VOL 1526 PAGE 54

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

[Signature]
as to [illegible]

[Signature]
Harry B. Hepburn
[Signature]
Jacqueline H. Hepburn

This 22nd day of April, 1993

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 233, approved September 10, 1965, as amended.)

VOL 1525 PAGE 55

AND the said grantees will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantees have hereunto set their hand and seal, the day and year first above-written.

Scaled and delivered in the presence of

x David G. Wildauer (REAL)

x Julia A. Wildauer (REAL)

(REAL)

(REAL)

(REAL)

(REAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee
311 West Long Avenue, Apt. 6
DuBois, PA 15801

Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of Jefferson

SS:

On this, the 1st day of April 1993, before me a Notary Public,
the undersigned officer, personally appeared David G. Wildauer and Julia A. Wildauer
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein
contained.

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

Alvin A. McBratney

My Comm. Expires Jan. 24, 1998
My Comm. Expires Jan. 24, 1998

Commonwealth of Pennsylvania

County of _____

SS:

On this, the _____ day of _____ 19____, before me
the undersigned officer, personally appeared _____
known to me (or satisfactorily proven) to be the person whose name _____
instrument, and acknowledged that _____
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal

My Commission Expires _____

State of VOL 1526 PAGE 56

County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

State of

County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

NO NEWSPAPER
PUBLICATION

WARRANTY DEED

WARRANTY DEED. Published and Sold by
The Planeshard Co., Williamsport, Pa. 1-1000

DAVID G. WILDAUER and
JULIA A. WILDAUER
- to -
HARRY B. HEPBURN and
JACQUELINE M. HEPBURN

Dated April 12, 1993
For Residential property in Sandy
Township, Clearfield County,
Pennsylvania
Consideration \$19,000.00
Recorded
Entered for Record in the Recorder's
Office of
County, the day of 19 ,
Tax \$,
Fees \$,
Recorder

JOHN B. BRANDON
ATTORNEY AT LAW

12 NORTH THIRD STREET, BOX 230
REYNOLDSVILLE, PENNSYLVANIA 15851

Commonwealth of Pennsylvania

County of

SS:

RECORDED in the Office for Recording of Deeds, etc., in and for said County, in Deed

Book No.

Page

WITNESS my Hand and Official Seal this

day of

, 19

Recorder of Deeds

Entered of Record April 23, 1993, 9:35am Karen L. Starch, Recorder

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

April 22, 19 93 DuBois Pennsylvania
(City) (State)

12 Overdorf Avenue, DuBois, PA 15801
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 17,100.00----- (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Peoples Savings Bank, PaSA

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.50%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3: PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on June 1, 19 93. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on May 1, 2008, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Peoples Savings Bank, 17 West Long Avenue, DuBois, Pennsylvania 15801 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 148.96----- . This amount may change.

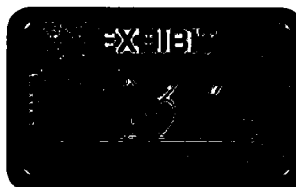
(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 19 94, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."



(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

(Check one box to indicate Index.)

☐* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of years, as made available by the Federal Reserve Board.

☒* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Housing Finance Board.

☐* (iii)

** If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding zero percentage points (-----0 %) to the Current Index. The interest rate cannot increase to more than 10.50 percent at any time during the loan term.

(Check one box to indicate whether the new interest rate will or will not be rounded to the nearest 1/4 of 1% (0.125%) .)

☐ (i) The sum, subject to the provisions set forth in this Note will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in this Note will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes other than the maximum rate stated above.)

☐ (iii) Other than the maximum rate stated above, there is no limit on the amount that the interest rate can change on any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than 1 percentage points from the rate of interest I have been paying for the preceding 12 months.

☒ (v) The interest rate cannot decrease to less than 6.50 percent at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

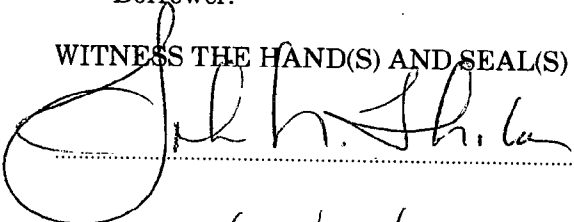
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

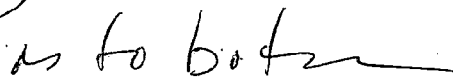
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

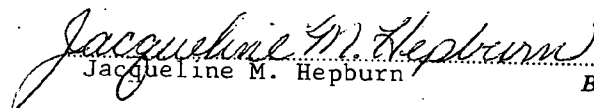
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


.....
Witness


.....
Witness

.....
Witness


..... (Seal)
Harry B. Hepburn
Borrower


..... (Seal)
Jacqueline M. Hepburn
Borrower

..... (Seal)
Borrower
(Sign Original Only)

Recorded Number

Mortgage

Vol. Page

From
HARRY B. HEPBURN et ux.

To
PEOPLES SAVINGS BANK, PaSA

VOL 1526 PAGE 57
Amount \$ 17,100.00
Premises in Sandy Township, Clearfield County, Pennsylvania

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 22 1993. The mortgagor is HARRY B. HEPBURN and JACQUELINE M. HEPBURN, husband and wife, PaSA ("Borrower"). This Security Instrument is given to PEOPLES SAVINGS BANK, PaSA, which is organized and existing under the laws of Pennsylvania, and whose address is 17 West Long Avenue, DuBois, Pennsylvania 15801 ("Lender"). Borrower owes Lender the principal sum of Seventeen Thousand One Hundred Dollars (U.S. \$ 17,100.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania: ALL that certain piece, parcel or lot of land lying and being situate in Sandy Township, Clearfield County, Pennsylvania, being known as No. 12 Overdorf Avenue, being bounded and described as follows, to wit:

BEGINNING at a point on the Southerly side of Overdorf Avenue at land now or formerly of Pierce; thence Southerly along said land now or formerly of Pierce 150 feet to an alley; thence westerly along said alley, 25 feet to land now or formerly of Jay Kessler; thence northerly along said land now or formerly of Jay Kessler 150 feet to Overdorf Avenue; thence Easterly along Overdorf Avenue 25 feet to land now or formerly of Pierce and the place of beginning.

BEING the same premises which David G. Wildauer and Julia A. Wildauer, his wife, granted and conveyed to Harry B. Hepburn and Jacqueline M. Hepburn, husband and wife, Borrower herein, under a Deed dated April 12, 1993 which has been recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania contemporaneously herewith.

UNDER AND SUBJECT to all reservations, exceptions and easements as contained in prior deeds of conveyance or which can be determined by a physical examination of the premises,

which has the address of 12 Overdorf Avenue, DuBois, Pennsylvania 15801 ("Property Address");
[Street] [City]
[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 limited variations by jurisdiction to constitute a uniform use and non-uniform covenants with 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.

amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Harry B. Hepburn
Harry B. Hepburn

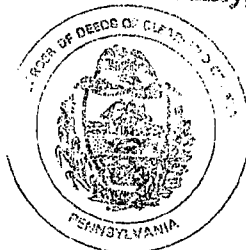
(Seal)
Borrower

Jacqueline M. Hepburn
Jacqueline M. Hepburn

(Seal)
Borrower

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:36 AM 4-23-93
BY John Starck
FEES 17.50
Karen L. Starck, Recorder

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 22 day of April, 19 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to PEOPLES SAVINGS BANK, PaSA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

12 Overdorf Avenue, DuBois, Pennsylvania 15801
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.50 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 19 94, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:
(Check one box to indicate Index.)

☐* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of _____ years, as made available by the Federal Reserve Board.

☒* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

☐* (iii) _____

** If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding zero percentage points (0 %) to the Current Index.

(Check one box to indicate whether the new interest rate will or will not be rounded to the nearest 1/8 of 1% (0.125%))

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than 1 percentage points from the rate of interest I have been paying for the preceding 12 months.

☒ (v) The interest rate cannot increase to more than 10.50 percent at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 6.50 percent at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



September 4, 2003

Harry B Hepburn
12 Overdorf Ave
Du Bois, PA 15801-1341

In re: Notice of Intention to Foreclose Mortgage

Dear Mr. Hepburn:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

Please give this matter your prompt attention.

Cordially,

Judy L. Winters
Asset Recovery Manager

Enc. 1: Notice

Certified Mail: 7002 3150 0005 4577 6523

cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 09/04/03

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

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.

Take this Notice with you when you meet with the Counseling Agency.

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

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

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

HOMEOWNER'S NAME(S)

Harry B Hepburn

PROPERTY ADDRESS:

12 Overdorf Avenue
Dubois, PA 15801

LOAN ACCOUNT NO.:

115051253

ORIGINAL LENDER:

Farmers National Bank

CURRENT LENDER / SERVICER:

Farmers National Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- ☐ IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- ☐ IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- ☐ IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. 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: 12 Overdorf Avenue
Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Months:	July, August & September
Amount Past Due:	\$613.83

Other charges (explain/itemize):

Principal:	\$330.37
Late Charges:	\$41.75
Total Interest Due:	\$84.42
Escrow:	\$157.29

TOTAL AMOUNT PAST DUE:

\$613.83

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

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 613.83, 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:**

Farmers National Bank
612 Main Street, Drawer D
Emlenton, PA 16373

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 3 months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Winters

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (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

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

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

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

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

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

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YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812

Farmers National Bank

Drawer D • Emlenton, PENNSYLVANIA 16373
Phone 724-867-2311 / Fax: 724-867-1614



September 4, 2003

Jacqueline M Hepburn
12 Overdorf Ave
Du Bois, PA 15801-1341

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Hepburn:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

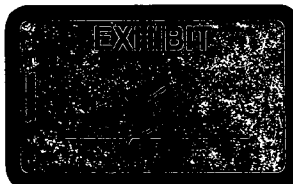
Please give this matter your prompt attention.

Cordially,

Judy L. Winters
Asset Recovery Manager

Enc. 1: Notice
Certified Mail: 7002 3150 0005 4577 6516
cc: First Class Mail

SERVING THIS AREA...FROM THIS AREA



Date: 09/04/03

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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.

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

HOMEOWNER'S NAME(S)

Jacqueline M Hepburn

PROPERTY ADDRESS:

12 Overdorf Avenue
Dubois, PA 15801

LOAN ACCOUNT NO.:

115051253

ORIGINAL LENDER:

Farmers National Bank

CURRENT LENDER / SERVICER:

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hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus
any late or other charges then due, reasonable attorney's fees and costs connected with the
foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing
by the lender and by performing any other requirements under the mortgage. Curing your
default in the manner set forth in this notice will restore your mortgage to the
same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	Farmers National Bank
<u>Address:</u>	612 Main Street, Emlenton, PA 16373
<u>Phone Number:</u>	(724) 867-2311
<u>Fax Number:</u>	(724) 867-1614
<u>Contact Person:</u>	Judy L. Winters

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You _____ may or X may not (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

ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency
Marcia Hess
2275 Swallow Hill Road, Building 200
Pittsburgh, PA 15220
2933
Telephone: (412) 429-2842
Fax: (412) 429-2835

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 737-
Fax: (412) 338-9963

Action Housing, Inc.
425 6th Avenue, Suite 9550
Pittsburgh, PA 15219
Telephone: (412) 391-1956 or
(412) 281-2102 or (800) 792-2801
Fax: (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
Telephone: (724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
Telephone: (412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport, PA 15132
Telephone: (412) 664-1906
Fax: (412) 664-0873

Urban League of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield Street
Pittsburgh, PA 15222-2222
Telephone: (412) 227-4802
Fax: (412) 261-5207

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962

ARMSTRONG COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
or (814) 944-5747

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

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954 or (800) 338-2933
Fax: (412) 338-9963

BUTLER COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
Telephone: (412) 391-1956
Fax: (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Housing Opportunities, Inc.
650 Corporate Street, Suite 207
McKeesport, PA 15132
Telephone: (412) 664-1590
Fax: (412) 664-0873

Mon-Valley Unemployed Committee
120 East 9th Avenue
Homestead, PA 15120
Telephone: (412) 462-9962
Fax: (412) 462-9964

Housing Opportunities, Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
Telephone: (412) 664-1906
Fax: (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
Telephone: (412) 338-9954
or (800) 737-2933
Fax: (412) 338-9963

CLARION COUNTY

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

CLEARFIELD COUNTY

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

Indiana Co. Community Action
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
Telephone: (814) 944-8100
Fax: (814) 944-5747

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
Telephone: (814) 238-3668
Fax: (814) 238-3669

ELK COUNTY

John F. Kennedy Center, Inc.
Corp
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

Northern Tier Community Action
P.O. Box 389, 135 West 4th Street
Emporium, PA 15834
Telephone: (814) 486-1161
Fax: (814) 486-0825

FOREST COUNTY

Warren-Forrest Counties Economic Opportunity Council
204 Liberty Street, Post Office Box 547
Warren, PA 16365
Telephone: (814) 726-2400
Fax: (814) 723-0510

JEFFERSON COUNTY

John F. Kennedy Center, Inc.
Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
Telephone: (724) 465-2657
Fax: (412) 465-5118

MERCER COUNTY

Shenango Valley Urban League, Inc.
Inc.
601 Indiana Avenue
Farrell, PA 16121
Telephone: (724) 981-5310

CCCS of Western Pennsylvania,
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (724) 282-7812

VENANGO COUNTY

Greater Erie Community Action Committee
18 West 19th Street
Erie, PA 16501
Telephone: (814) 459-4581
Fax: (814) 456-0161

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
Telephone: (814) 898-0400
Fax: (814) 898-1243

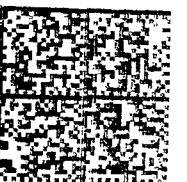
CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
Telephone: (412) 282-7812



Farmers National Bank

612 MAIN STREET • P.O. DRAWER D
EMLENTON, PENNSYLVANIA 16373

7002 3150 0005 4577 6523



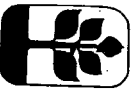
HASLER
SEP 04 2003
US POSTAGE
FIRST CLASS
MAILED FROM 16373
011A0413000593

HARRY B. HEPBURN
12 OVERDORF AVE
DUBOIS

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/STREET
- UNABLE TO FORWARD

OTHER

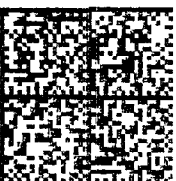
Qm
2nd Notice 9/20
RTS
RETURN TO SENDER



Farmers National Bank

612 MAIN STREET • P.O. DRAWER D
EMLENTON, PENNSYLVANIA 16373

7002 3150 0005 4577 6516



HASLER
SEP 04 2003
US POSTAGE
FIRST CLASS
MAILED FROM 16373
011A0413000593

JACQUELINE M. HEPBURN
12 OVERDORF AVE
DUBOIS

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/STREET
- UNABLE TO FORWARD

OTHER

Qm
2nd Notice 9/25
RTS
RETURN TO SENDER

RECEIVED

2nd Notice 9/25
Return 10/2

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Harry B. Hepburn
12 Overdorf Ave
DuBois, Pa 15801-1341

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number
(Transfer from service label)

7002 3150 0005 4577 6523

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jaqueline M. Hepburn
12 Overdorf Ave
DuBois, Pa 15801-1341

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number
(Transfer from service label)

7002 3150 0005 4577 6516

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

FILED *20c. shg*
NOV 11:45 AM
OCT 30 2003 *Attg King pd. 85.00*
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

FARMERS NATIONAL BANK OF EMLENTON

Sheriff Docket # 14736

VS.

03-1622-CD

HEPBURN, HARRY B. AND JACQUELINE M.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 31, 2003 AT 10:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HARRY B. HEPBURN, DEFENDANT AT RESIDENCE, 12 OVERDORF AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY B. HEPBURN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF
SERVED BY: COUDRIET

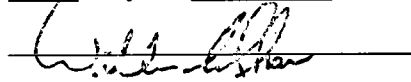
NOW OCTOBER 31, 2003 AT 10:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACQUELINE M. HEPBURN, DEFENDANT AT RESIDENCE, 12 OVERDORF AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY B. HEPBURN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF
SERVED BY: COUDRIET

Return Costs

Cost	Description
37.68	SHERIFF HAWKINS PAID BY: ATTY CK# 17503
20.00	SURCHARGE PAID BY: ATTY CK# 17504

Sworn to Before Me This

17 Day Of Dec 2003



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


So Answers,



Chester A. Hawkins
Sheriff

FILED

DEC 17 2003


William A. Shaw
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK
OF EMLENTON,

Plaintiff,

VS.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

husband and wife,

Defendants.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA


CIVIL ACTION- LAW

NO. 03-1622-CS

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above captioned action withdrawn and discontinued as to all Defendants.



Michael W. Sloat, Esq.

Attorney for Plaintiff

I. D. No. 89076

606 Main Street, Box 99

Emlenton, PA 16373

(724) 867-5921

FILED

FEB 04 2004

William A. Shaw
Prothonotary

FILED

*M. 1:47 PM / CD & Conf to Atty. Gen.
Copy to CD*

FEB 04 2004

[Signature]

William A. Shaw
Prothonotary

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**LYNN, KING & SCHREFFLER
ATTORNEYS AT LAW**

P. O. BOX 99
606 MAIN STREET
EMLENTON, PA 16373
TELEPHONE (724) 867-5921 FAX (724) 867-5101

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

CIVIL DIVISION

Farmers National Bank of Emlenton

Vs.

No. 2003-01622-CD

**Harry B. Hepburn
Jacqueline M. Hepburn**

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 February 4, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$142.68 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of February A.D. 2004.

William A. Shaw, Prothonotary

93-797-CD
Paul J. McArdle vs. Ronald Stewart

Mr. Stewart fined \$500.00 contempt fine. Monthly payments of \$25.00 each are due by the 5th of each month.

Date due	Paid amount	Date paid	Balance remaining
July 7, 2003	\$25.00	7/7/03	\$475.00
Aug. 5, 2003	\$25.00	8/8/03	\$450.00
Sept. 5, 2003	\$25.00	9/5/03	\$425.00
Oct. 6, 2003	\$25.00	10/7/03	\$400.00
Nov. 5, 2003	\$25.00	10/7/03	\$375.00
Dec. 5, 2003	\$25.00	12/17/03	\$350.00
Jan. 5, 2004			
Feb. 5, 2004			
Mar. 5, 2004			
Apr. 5, 2004			
May 5, 2004			
June 7, 2004			
July 5, 2004			
Aug. 5, 2004			
Sept. 6, 2004			
Oct. 5, 2004			
Nov. 5, 2004			
Dec. 6, 2004			
Jan. 5, 2005			
Feb. 5, 2005			