

03-1763-CD  
DEPOSIT BANK vs. GEORGE A. HIXON Jr. et al.

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

**DEPOSIT BANK**

VS.

HIXON, GEORGE A. JR. & KATHRYN L.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 14877

03-1763-CD

**SHERIFF RETURNS**

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NOW JUNE 23, 2004, WILLIAM ROMINE, SHERIFF OF MERCER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE A. HIXON JR., DEFENDANT.

NOW JULY 8, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE A. HIXON JR., DEFENDANT BY DEPUTIZING THE SHERIFF OF MERCER COUNTY. THE RETURN OF SHERIFF ROMINE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

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**Return Costs**

<b>Cost</b>	<b>Description</b>
21.37	SHERIFF HAWKINS PAID BY: PLFF. CK# 99604
10.00	SURCHARGE PAID BY PLFF CK# 99605
27.00	MERCER COUNTY SHFF. PAID BY: PLFF.

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**Sworn to Before Me This**

16<sup>th</sup> Day Of July 2004

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

**So Answers,**

Chester A. Hawkins  
My Marilyn Harris  
Chester A. Hawkins  
Sheriff

**FILED**

*012-11-01*  
JUL 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF'S RETURN - REGULAR

CASE NO: 2004-19505 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Mercer

DEPOSIT BANK

VS

HIXON GEORGE A JR

ROBERT LANSHCAK , Deputy Sheriff of Mercer

County, Pennsylvania, who being duly sworn according to law,

says, the within COMPLAINT-MORTGAGE was served upon

HIXON GEORGE A JR the

DEFENDANT , at 1030:00 Hour, on the 8th day of July , 2004

at SCI MERCER 801 BUTLER PIKE

MERCER, PA 16137 by handing to

HIM, PERSONALLY

a true and attested copy of COMPLAINT-MORTGAGE together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
Mercer Co. Costs	<u>11.27</u> .00

So Answers:

William H. Romine Jr.  
William H. Romine Jr., Sheriff  
By Mary L. Wilson  
Deputy Sheriff  
00/00/0000

Sworn and Subscribed to before

me this 12th day of

JULY 2004 A.D.

Mary L. Wilson

Notary

NOTARIAL SEAL

MARY L. WILSON, NOTARY PUBLIC  
MERCER, MERCER COUNTY, PENNA.

MY COMMISSION EXPIRES ON MARCH 18, 2007



# Sheriff's Office Clearfield County

1950ST  
OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915  
#7500

CHESTER A. HAWKINS  
SHERIFF

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

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 14877

DEPOSIT BANK

TERM & NO. 03-1763-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

GEORGE A. HIXON JR.

SERVE BY: 07/23/2004

RECEIVED  
SHERIFF OF  
MERCER COUNTY  
2004 JULY 6 A 8:42

**MAKE REFUND PAYABLE TO:** FIRST COMMONWEALTH

**SERVE:** GEORGE A. HIXON JR.

**ADDRESS:** INCARCERATED AT SCI MERCER

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF MERCER COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 23rd Day of JUNE 2004

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

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

DEPOSIT BANK, : NO. 03 - 1763 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE  
GEORGE A. HIXON, JR. and : FILED ON BEHALF OF: PLAINTIFF  
KATHRYN L. HIXON, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED**

**JUN 23 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

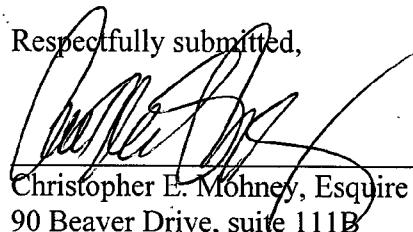
DEPOSIT BANK, : NO. 03 - C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
:  
VS. :  
:  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
:  
DEFENDANTS :  
:

**PRAECIPE TO REINSTATE COMPLAINT**

To: William Shaw, Prothonotary

Pursuant to Pa.R.C.P. 401(b)(1), please reinstate the complaint in the above-captioned matter.

Respectfully submitted,

  
Christopher E. Mohney, Esquire  
90 Beaver Drive, suite 111B  
DuBois, PA 15801  
(814) 375-1044

Attorney for Plaintiff

FILED  
11:01 AM  
JUN 23 2004

Complaint  
Reinstated to Sheriff

Hand stamp: *W.A. Shaw*

No cc

William A. Shaw  
Prothonotary/Clerk of Courts

Hand stamp: *W.A. Shaw*

AMT 7.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

HIXON, GEORGE A. JR. & KATHRYN L.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 14877

03-1763-CD

**SHERIFF RETURNS**

NOW DECEMBER 5, 2003 AT 9:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHRYN L. HIXON, DEFENDANT AT RESIDENCE, 1652 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHRYN L. RHODES, GRANDMOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: MCCLEARY

NOW DECEMBER 23, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO GEORGE A. HIXON JR., DEFENDANT. DEFENDANT IS INCARCERATED AT SCI MERCER.

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Return Costs

Cost	Description
37.05	SHERIFF HAWKINS PAID BY: PLFF CK# 89092
20.00	SURCHARGE PAID BY: PLFF CK# 89093

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Sworn to Before Me This

24<sup>th</sup> Day Of Dec 2003  
William A. Shaw

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

So Answers,

Chester Hawkins  
by Maelyn Ham  
Chester A. Hawkins  
Sheriff

FILED

019:00 AM  
DEC 24 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1763C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
: FILED ON BEHALF OF: PLAINTIFF  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, : COUNSEL OF RECORD:  
DEFENDANTS : CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 201A  
: DUBOIS, PA 15801  
: (814) 375-1044

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

NOV 26 2003

Attest.

*William L. Hixson*  
Prothonotary/  
Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DEPOSIT BANK, : NO. 03 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **GEORGE A. HIXON, JR. and KATHRYN L. HIXON**, are adult individuals with a last known address at 1652 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. On August 3, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Home Equity Line of Credit upon the premises hereinafter described, which Mortgage was recorded on August 4, 1995 in Clearfield County Deed and Record Book Volume 1694, page 67. True and correct copies of the Mortgage and Home Equity

Line of Credit are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.

5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 8, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

7. The premises subject to the Mortgage is the property located at Tannery Lane, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Home Equity Line of Credit secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Home Equity Line of Credit secured thereby is:

Current Balance -	\$32,041.15
Interest payoff (as of 9/18/03) -	\$ 923.38
Late Fees -	<u>\$ 923.07</u>
TOTAL:	\$33,887.60

WHEREFORE, Plaintiff demands judgment in the amount of \$33,887.60, plus interest thereon at a per diem rate of \$6.5849976 on unpaid principal balance from September 18, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **GEORGE A. HIXON, JR. and KATHRYN L. HIXON.**

Respectfully submitted,

BY:

Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

## OPEN-END MORTGAGE

VOL 1694 PAGE 67

(This Mortgage Secures Obligatory Future Advances)

THIS MORTGAGE is made this 3rd day of August, 1995 between George A. Jr. & Kathryn L. Hixon of Tannery Lane, Penfield, PA 15849

(whether one or more persons called "Owner") and

## DEPOSIT BANK

(called "Lender").

WHEREAS, GEORGE A. HIXON, JR. AND KATHRYN L. HIXON (whether one or more persons called "Borrower") has been granted a HOME EQUITY LINE OF CREDIT Account (called the "Account") by Lender with a Credit Limit of \$ 38,000.00, as evidenced by an Account Agreement (called the "Agreement") dated August 3, 19 95; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and  
WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at: Tannery Lane, Penfield, PA 15849

Street

HUSTON CLEARFIELD, Commonwealth of Pennsylvania, (the "Property").  
Township/City/Municipality/Borough County

which was conveyed to Owner by Deed dated JANUARY 5, 1987, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1134, Page 275, Tax Parcel Number (or other Uniform Parcel Identifier, if any)       , as the Property is therein described and,  if checked, as the Property is more particularly described in Exhibit "A," which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows.

1. THIS IS AN ADVANCE MONEY MORTGAGE—It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.
3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.
8. On default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.
14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, on written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

George A. Hixon Jr.

Owner George A. Hixon, Jr. (SEAL)  
Kathryn L. Hixon (SEAL)



**Deposit Bank**  
**Home Equity Line of Credit**  
**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT -- PART ONE**

Account Number 0199999179

Date August 3, 1995

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART ONE OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE REVERSE SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

**FINANCE CHARGE.** At all times that this Agreement is in effect, including any period after termination in which there remains an outstanding balance on the Account, the Finance Charge on this Account will be calculated as of the last day in the Billing Cycle, in the following way.

**WHEN FINANCE CHARGE BEGINS.** The Finance Charge on each loan or advance on the Account will begin to accrue from the day the loan or advance is posted to the Account. The Finance Charge continues until the outstanding principal balance is paid in full. There is no time during which credit is extended without the Borrower incurring a Finance Charge.

**PERIODIC RATE AND ANNUAL PERCENTAGE RATE.** The Finance Charge will be computed at a starting Periodic Rate of .029452 % per day, which corresponds to a starting **ANNUAL PERCENTAGE RATE** of 10.75 % per year. The rate is subject to change as described below in the "Variable Rate" section.

**METHOD OF CALCULATING BALANCE ON WHICH FINANCE CHARGE IS COMPUTED.** Lender computes the Finance Charge by using the "actual daily balance" on the Account. To get the actual daily balance, the Lender takes the beginning balance on the Account each day and adds any new loans or other charges posted to the Account that day; then, the Lender subtracts any payments or credits posted to the Account that day and, if applicable, any unpaid Finance Charges, unpaid insurance premiums, unpaid late charges and unpaid annual fees. The result is the "actual daily balance" for that day.

**METHOD OF COMPUTING FINANCE CHARGE.** Lender will compute the Finance Charge for the Billing cycle by multiplying the actual daily balance for each day of the Billing cycle by the daily Periodic Rate. The Finance Charge for the Billing Cycle is the sum of the Finance Charges for each of the days in that Billing Cycle.

**VARIABLE RATE.** The Annual Percentage Rate at any time will be determined by adding the "margin," which will not change during the term of the Account, to the "index" value, which will change from time to time.

The Annual Percentage Rate does not include costs other than interest. The Annual Percentage Rate can change on the first day of each Billing Cycle, starting with the second Billing Cycle from the date of this Truth-In-Lending Disclosure ("Rate Change Date").

The margin for the Account is 2 percentage points.

The index is the highest Prime Rate published in The Wall Street Journal and in effect as of the last day of the calendar month prior to the Rate Change Date.

The **ANNUAL PERCENTAGE RATE** will never exceed 16.500% during the term of the Account. Any change in the Annual Percentage Rate will be applicable to the then outstanding balance on the Account and to any subsequent loans or extensions of credit, until the Annual Percentage Rate changes again.

Any increase in the Annual Percentage Rate may result in a corresponding increase in the Minimum Monthly Payment.

**PAYMENTS.** The Borrower promises to pay a Minimum Monthly Payment which will be the greater of \$100.00 or 1/64th of the outstanding new principal balance that appears on the monthly billing statement, which includes interest, optional group Credit Life Insurance, unpaid late charges and other charges. In no event will the Minimum Monthly Payment due ever be greater than the entire balance on the Account.

At the time of closing, Borrower will be required to pay a Finance Charge in the form of an administrative fee equal to \$ 75.00 payable by check.

**FEES AND CHARGES.**

**CLOSING COSTS.** To open and maintain the Account, Borrower must pay certain fees and charges. The following fees must be paid to others:

Description	Amount Paid In Cash	Amount Financed
Property Report		75.00
Appraisal	200.00	
Survey		
Title Examination		
Title Insurance		
Settlement Fee		
Notary Fee		3.00
Recording Fee		13.50
Attorney's Fee		
Credit Report		7.00
Taxes		

**LATE CHARGE.** Borrower agrees to pay a late charge of the greater of 5% of the monthly payment or \$5.00, if any payment is not made within 15 days of its due date shown on the monthly statement. No late charge will be due if the reason the payment is late is a continuing delinquency on a prior payment or because, after default, the entire outstanding balance became due.

**ANNUAL FEE.** Borrower agrees to pay the Lender an annual fee of \$ 15.00 which will be due on each anniversary date of this Agreement.

**ADVANCES OF CREDIT.** Borrower may obtain loans on the Account. Lender agrees to make loans on the Account so long as the outstanding balance does not exceed the Authorized Credit Limit shown on the front side of the Home Equity Line of Credit Agreement. Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account.

Borrower may obtain loan on the Account in the following ways:

**SPECIAL CHECKS.** Borrower may obtain loans by writing one of the Home Equity Line of Credit checks, a supply of which will be provided by the Lender for that purpose. (Home Equity Line of Credit checks are also available from the Lender as a "counter check" if needed.) The minimum advance is \$100.00.

**ORDER OF WITHDRAWAL.** Borrower may obtain loans on the Account by using the Order of Withdrawal, a supply of which will be provided by Lender for that purpose. Orders of Withdrawal are also available from Lender as needed. Borrower agrees not to request a loan or obtain an advance on the Account for an amount less than \$100.00.

**SECURITY INTEREST.** Borrower is giving the Lender a security interest in real estate and money or property on deposit with Lender to secure this Account. Collateral securing other obligations to Lender may also secure this Account.

**TAX DEDUCTIBILITY.** Borrower should consult a tax advisor regarding the deductibility of interest and charges for the Account.

**PROPERTY INSURANCE.** Property Insurance is required on the Mortgaged Real Property. Borrower or Owner may obtain Property Insurance from anyone Borrower chooses, who is acceptable to the Lender.

**CREDIT INSURANCE IS NOT REQUIRED.** Credit Life Insurance is not required to obtain credit, and will not be provided unless Borrower(s) signs below and agrees to pay the additional cost(s). The maximum Credit Life Insurance available is \$ 50,000.00.

INSURER: **USLife Credit Life Insurance Company, Schaumburg, IL**

By signing, Borrower requests Single Credit Life Insurance, which costs

.0145 per day per \$1,000.00 of the actual daily balance.

George A. Hixon  
Signature of Borrower to be insured

8/3/95  
Date of Birth

By signing, Borrowers request Joint Credit Life Insurance, which costs

.0260 per day per \$1,000.00 of the actual; daily balance.

Kathryn L. Hixon  
Signature of Borrowers to be insured

8/3/95  
Date of Birth

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION WHICH IS PART TWO OF THIS DISCLOSURE.**

**EACH BORROWER AND/OR OWNER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS DISCLOSURE ON THE DATE INDICATED.**

George A. Hixon  
Borrower **GEORGE A. HIXON, JR.**

8-3-95  
Date

Kathryn L. Hixon  
Borrower **KATHRYN L. HIXON**

8/3/95  
Date

Owner

Date

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART TWO OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

**POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER.** Under the circumstances described below, Lender can (1) terminate the line of credit; (2) require Borrower to pay the entire outstanding balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth below.

**TERMINATION.** If the Account is terminated, Borrower shall no longer have the right to obtain loans from, or make any charges to, the Account and Lender shall no longer be obligated to make advances on the Account.

**TERMINATION UPON DEFAULT.** The Borrower will be in default and the Account will terminate effective upon Lender's Notice of Termination to Borrower, if any of the following occur:

- (1) Any Borrower has committed any fraud or made any material misrepresentations in connection with the Account, the application for the Account, the Mortgage, or any information provided or representation made during the term of the Account.
- (2) The Borrower fails to pay the payments or any other amounts which are due in connection with the Account as promised in the Agreement, within 90 days of the payment due date.
- (3) The Borrower takes any action or fails to take any action which was promised in this Agreement or in the Mortgage, which adversely affects the Lender's security, or any right of the Lender in the security.
- (4) If further extensions of credit on the Account are prohibited for a period of time because of a circumstance listed below, and subsequently that circumstance no longer exists, the Lender may terminate the Account if the Borrower has caused or allowed a mortgage or other lien to be recorded against the Mortgaged Property at any time, unless that mortgage or lien is subordinate to the Lender's Mortgage as to past and future advances of credit on the Account.
- (5) The Borrower sells, gives away, transfers, or takes any action (or fails to take any action) which causes or allows conveyance of the Mortgaged Property, or any part thereof or interest therein.

If Borrower is in default under this section during a period when further extensions of credit are temporarily prohibited, Lender may, nevertheless, terminate the Account in accordance with this section.

**ACCELERATION OF THE OUTSTANDING BALANCE.** Unless prohibited by law, if the Account is terminated upon default, Lender may, at its option, after notice required by law, declare due and payable the entire balance owing on the Account. If this happens, Borrower will be required to pay the outstanding balance on the Account in one payment at that time.

If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by the Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted under this Account shall be due and payable on demand. If the credit is due and payable on demand, the Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.

If Borrower is in default under the section above titled "Termination Upon Default" during the Repayment Phase or during a time when the Account is already terminated, the Lender may, after notice required by law, declare due and payable the entire balance owing on the Account.

If Lender declares the entire balance due and payable, Lender can bring suit for the amounts due, foreclose the Mortgage or take other action as permitted or provided by law to collect the balance owing.

**PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND/OR REDUCTION OF THE CREDIT LIMIT.** If any of the conditions listed in this section occur, the Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. The Lender will notify Borrower within three (3) business days of the suspension, and provide a statement of the reason for such action. Suspending the Account will not affect Borrower's obligations to Lender under this Agreement. If circumstances subsequently change so that the condition which gave rise to the prohibition no longer exists, the Lender shall be obligated to again allow extensions of credit on the Account or restore the credit limit. This obligation shall commence fifteen (15) business days after the Lender receives a written request from Borrower, accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists. No condition listed in this section or the fact that such

condition no longer exists, shall extend or in any way affect the termination of the Account according to any other section or provision of this Agreement. Any of the following conditions will be grounds for Lender to temporarily prohibit additional extensions of credit and/or reduce the credit limit:

- (1) The value of the Mortgaged Property declines significantly below its appraised value for the purposes of the plan. There will be a significant decline if the "available equity in excess of the credit limit" at the time of the appraisal is less than 50% of the "available equity in excess of the credit limit" at the time the Account is opened. The "available equity in excess of the credit limit" shall be the difference between (a) the appraisal value of the Mortgaged Property and (b) the sum of the credit limit of the Account plus the credit limits of all other accounts secured by prior mortgages on the Mortgaged Property, plus the then outstanding balances of all other prior liens and encumbrances. In its discretion, Lender may obtain appraisals from time to time at Lender's expense. If the Lender has prohibited extensions of credit or reduced the credit limit and the value of the property subsequently increases, Borrower may provide the Lender with a written request to remove the restriction. The request shall be accompanied by an appraisal obtained at Borrower's expense. For the purpose of the section, an appraisal shall be defined as a certified appraisal by a licensed real estate broker who regularly, in the course of his/her business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Property is located.
- (2) Borrower is in default of any Material Obligation listed in the Agreement.
- (3) Lender reasonably believes that Borrower will be unable to fulfill the repayment obligations under this Agreement because of a material change in Borrower's financial circumstances.

**PROHIBITION OF ADDITIONAL EXTENSION OF CREDITS — ADDITIONAL CIRCUMSTANCES.** If any of the conditions listed in this section occur, Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. Lender will give Borrower notice of the prohibition. If circumstances subsequently change so that the condition no longer exists, the Lender shall be obligated to again allow extensions of credit on the Account, and will give Borrower notice that the credit is again available.

- (1) The Lender is precluded by government action from imposing the Annual Percentage Rate provided for in the Agreement.
- (2) The priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (3) The Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.
- (4) The maximum Annual Percentage Rate is reached.

**CREDITOR'S OPTION ON DEFAULT.** If any circumstance exists which would be cause for Lender to temporarily prohibit further extensions of credit on the Account and/or reduce the credit limit:

- (a) Such action may be taken by the Lender at any time during which the circumstance continues to exist.
- (b) And the circumstance would also be cause for the Lender to terminate the Account.

Lender may, at its option, take either action at any time during which the circumstance continues to exist; Lender's remedies shall be cumulative, and not alternative.

**WARRANTIES AND REPRESENTATIONS:** Borrower warrants and represents that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and Borrower will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

Borrower agrees to promptly inform Lender of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

**PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT THE REQUEST OF BORROWER:** Any Borrower may direct the Lender to prohibit further extensions of credit on the Account. A notice by any Borrower of an intention not to be obligated for any additional loans on the Account shall be considered a request to prohibit further extensions of credit. The prohibition shall become effective as soon as Lender can reasonably act to stop new loans from being made. Any Borrower who joined in the request to prohibit further extensions of credit must join in any request to reactivate the credit line for such request to be effective.

### BILLING ERROR RIGHTS FORM (Keep this notice for future use.)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet, as soon as possible, at the address listed on your bill. We must hear from you no later than 60 days after we sent you the statement containing the error. You can telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- A description of error and an explanation of why you believe there is an error.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect or report you as delinquent for any amount(s) in dispute. We may continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on the bill, you will not have to pay any finance charges related to any questioned amount. If there was no error, you may have to pay finance charges, plus missed payments relating to the disputed amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the disputed amount, even if your bill was correct.

Date: August 8, 2003

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

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869).

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): George A. Hixon Jr.

PROPERTY ADDRESS: Tannery Lane, Penfield, PA 15849

LOAN ACCT. NO.: 199999179

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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 agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Tannery Lane, Penfield, PA 15849

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: May 15, 2003 thru July 15, 2003 totaling \$1,558.67

Other charges (explain/itemize): Late fees of \$871.63

**TOTAL AMOUNT PAST DUE: \$2,430.30**

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 \$2,430.30, 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:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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 attorney's 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 one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**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 X may or        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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

CLEARFIELD COUNTY

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

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

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

Date: August 8, 2003

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Kathryn L. Hixon

PROPERTY ADDRESS: Tannery Lane, Penfield, PA 15849

LOAN ACCT. NO.: 199999179

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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.

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**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.**

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Other charges (explain/itemize): Late fees of \$871.63

TOTAL AMOUNT PAST DUE: \$2,430.30

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

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FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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**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 attorney's 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.

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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 one (1) month 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.

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Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**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 X may or        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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

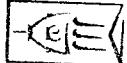
**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

# FIRST Commonwealth

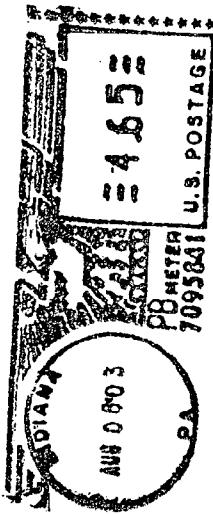
First Commonwealth Bank  
Central Offices: Philadelphia and 6th Streets,  
Indiana, PA 15701-0400



**CERTIFIED MAIL**



7003 0500 0003 7573 7052



KATHRYN L. HIXON  
 1525 1/2 15th Street  
 A  INSUFFICIENT ADDRESS  
 C  ATTEMPTED NOT KNOWN  
 S  NO SUCH NUMBER/ STREET  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD

RTS  
 215  
 RETURN TO SENDER

UNCLAIMED  
 1525 1/2 15th Street  
 Indiana, PA 15701-0400

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

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

RECEIVED  
 2502 0752 0000 0050 2002  
 1525 1/2 15th Street  
 Indiana, PA 15701-0400

Postage	\$ .60
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Sent To: *KATHRYN L. HIXON*  
 Street, Apt. No.: *1052*  
 or PO Box No.: *1052*  
 City, State, ZIP: *Indiana, PA 15701*

PS Form 3800, June 2002

*8-9-03*

*8-15-03*

*215*

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

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

RECEIVED  
 2502 0752 0000 0050 2002  
 1525 1/2 15th Street  
 Indiana, PA 15701-0400

Postage	\$ .60
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Sent To: *KATHRYN L. HIXON*  
 Street, Apt. No.: *1052*  
 or PO Box No.: *1052*  
 City, State, ZIP: *Indiana, PA 15701*

PS Form 3800, June 2002

See Reverse for Instructions

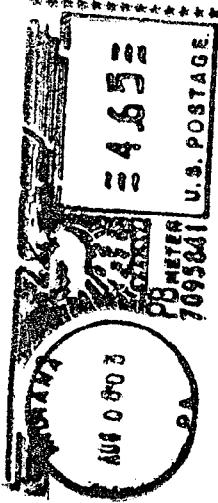




FIRST Commonwealth

**First Commonwealth Bank**  
Central Offices: Philadelphia and 6th Streets, P.O.  
Indiana, PA 15701-0400

**CERTIFIED MAIL™**



GEORGE A HIXON JR  
1652 TREASURER LAKE  
A. H. HIXON

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

OTHER

**UNCLAIMED**

九百三十六

The logo for U.S. Postal Service Certified Mail Receipt. It features the text "U.S. Postal Service" in a serif font, "CERTIFIED MAIL" in a large, bold, sans-serif font, and "RECEIPT" in a bold, sans-serif font. Below "CERTIFIED MAIL" is the subtext "(Domestic Mail Only; No Insurance Coverage Provided)". To the right of the text is a small, stylized illustration of a mail truck.

Find us online at [www.usps.com](http://www.usps.com)

Postage \$ 60  
Certified Fee 2.25

Postmark Here
Return Receipt Fee (Endorsement Required)
Restricted Delivery Enc.

George A. Miller  
446

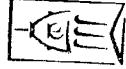
Mr. Allen Jr.  
Box No. 1152, Treasure Lake  
State, ZIP 44

Subj: PA 15801  
mm 3800, June 2002

See Reverse for Instructions

**Exhibit D**

# FIRST Commonwealth

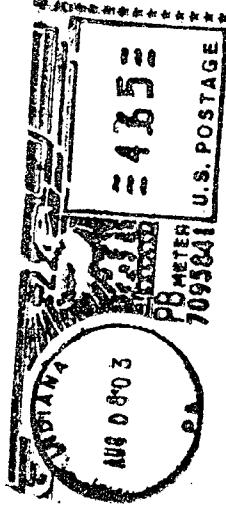


First Commonwealth Bank  
Central Offices: Philadelphia and 6th Streets  
Indiana, PA 15701-0400

## CERTIFIED MAIL™



7003 0500 0003 7573 7045



NAME: George Hixon Jr  
138 West 8-11  
2nd Floor  
PostBox 826

NAME: George Hixon Jr  
138 West 8-11  
2nd Floor  
PostBox 826

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/STREET  
S  NOT DELIVERABLE AS ADDRESSED  
S  UNABLE TO FORWARD

1652 Treasure Lake  
RPTS \$80/  
RETURN TO SENDER  
UNCLAIMED

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
HIXON, JR., INC. ACBL APP SE	
Postage	\$ 2.30
Certified Fee	1.25
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.65
Sent To: George A. Hixon Jr.	
Street: Apt. No.: or PO Box No.: Tannery Lane	
City, State, ZIP+4: Mahfield PA 15849	

PS Form 3800, June 2002  
See Reverse for Instructions

WARRANTY DEED - 1986

1134 PAGE 275

County Park No. \_\_\_\_\_

This Deed,

MADE the 5th day of January  
in the year nineteen hundred and eighty-seven (1987).

BETWEEN HARRY F. DIEM and RUTH N. DIEM, husband and wife, of  
Benzinger Township, Elk County, Pennsylvania, parties of the  
first part, hereinafter called the Grantors

AND

GEORGE A. HIXON, JR. and KATHRYN L. HIXON, husband and wife,  
of Huston Township, Clearfield County, Pennsylvania, parties  
of the second part, hereinafter called the Grantees.

WITNESSETH, That in consideration of One and no/100ths-----  
----- (\$1.00) ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs and assigns,

ALL that certain piece of land situate, lying and being in the  
Village of Penfield, Huston Township, Clearfield County, Pennsylvania  
bounded and described as follows, to wit:

BEGINNING at a point Threes Hundred Twenty (320) feet from  
proposed Sixty (60) foot street now the corner of property  
owned by Richard and Gladys L. Kugler conveyed the fifth  
day of September, 1979, by George A. Hixon and Kathryn  
L. Hixon from Deed Book Volume 787, Page 218, being as  
follows: South Fifty-two (52°) degrees zero (00') minutes  
West a distance of Four Hundred Seventeen (417) feet to  
an iron pin; thence North Thirty-eight (38°) degrees zero  
(00') minutes West a distance of Two Hundred Eight point  
Ninety-two (208.92) feet to an iron pin; thence North Fifty-  
Two (52°) degrees zero (00') minutes East a distance of  
Four Hundred Seventeen (417) feet being a distance of Three  
Hundred Twenty (320) feet from Kugler property described  
by Deed Book Volume 787, page 218; thence South Thirty-  
Eight (38°) degrees zero (00') minutes East Two Hundred  
Eight point Ninety-two (208.92) feet to point and place  
of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein  
by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated  
April 14, 1983 and entered for record in the Office of the

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

DEPOSIT BANK, : NO. 03-1703 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
GEORGE A. HIXON, JR. and : FILED ON BEHALF OF: PLAINTIFF  
KATHRYN L. HIXON, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 201A  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

*June 26, 2004* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*W.A.S.*  
Deputy Prothonotary

NOV 26 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
: :  
VS. : :  
: :  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
: :  
DEFENDANTS : :

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DEPOSIT BANK,	:	NO. 03 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
GEORGE A. HIXON, JR. and	:	
KATHRYN L. HIXON,	:	
	:	
DEFENDANTS	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **GEORGE A. HIXON, JR. and KATHRYN L. HIXON**, are adult individuals with a last known address at 1652 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. On August 3, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Home Equity Line of Credit upon the premises hereinafter described, which Mortgage was recorded on August 4, 1995 in Clearfield County Deed and Record Book Volume 1694, page 67. True and correct copies of the Mortgage and Home Equity

Line of Credit are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.

5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 8, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

7. The premises subject to the Mortgage is the property located at Tannery Lane, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Home Equity Line of Credit secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

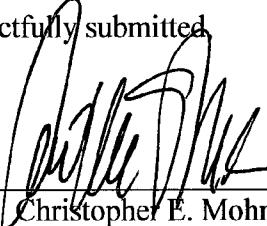
9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Home Equity Line of Credit secured thereby is:

Current Balance -	\$32,041.15
Interest payoff (as of 9/18/03) -	\$ 923.38
Late Fees -	<u>\$ 923.07</u>
TOTAL:	\$33,887.60

WHEREFORE, Plaintiff demands judgment in the amount of \$33,887.60, plus interest thereon at a per diem rate of \$6.5849976 on unpaid principal balance from September 18, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **GEORGE A. HIXON, JR. and KATHRYN L. HIXON.**

Respectfully submitted,

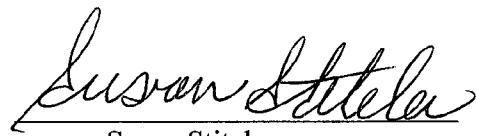
BY:

  
Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stiteler

## OPEN-END MORTGAGE

VOL 1694 PAGE 67

(This Mortgage Secures Obligatory Future Advances)

THIS MORTGAGE is made this 3rd day of August, 1995 between George A. Jr. & Kathryn L. Hixon of Tannery Lane, Penfield, PA 15849 (whether one or more persons called "Owner") and

## DEPOSIT BANK

, (called "Lender").

WHEREAS, GEORGE A. HIXON, JR. AND KATHRYN L. HIXON (whether one or more persons called "Borrower") has been granted a HOME EQUITY LINE OF CREDIT Account (called the "Account") by Lender with a Credit Limit of \$ 38,000.00, as evidenced by an Account Agreement (called the "Agreement") dated August 3, 19 95; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and  
WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at: Tannery Lane, Penfield, PA 15849

Street

HUSTON CLEARFIELD, Commonwealth of Pennsylvania, (the "Property"),  
Township/City/Municipality/Borough County

which was conveyed to Owner by Deed dated JANUARY 5, 19 87, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1134, Page 275, Tax Parcel Number (or other Uniform Parcel Identifier, if any)                   , as the Property is therein described and,  if checked, as the Property is more particularly described in Exhibit "A," which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows.

1. THIS IS AN ADVANCE MONEY MORTGAGE—It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.

2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.

4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.

5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.

7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.

8. On default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.

9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.

11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.

12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, on written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

George A. Hixon Jr.

Owner GEORGE A. HIXON, JR.

Kathryn L. Hixon

(SEAL)

(SEAL)

Exhibit A

©1990 BANCONSUMER SERVICE, INC.

## NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit on which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the Account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

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

On behalf of Lender.

By: Daniel C. Wallace

DANIEL C. WALLACE

Title: \_\_\_\_\_

CUSTOMER SERVICE OFFICER

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

On this, the 3rd day of AUGUST, 19 95, before me, \_\_\_\_\_, the undersigned officer, personally appeared GEORGE A. HIXON JR. & KATHRYN L. HIXON, known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE \_\_\_\_\_ subscribed as Owner to the within instrument, and acknowledged that THEY \_\_\_\_\_ executed the same for the purposes herein contained and desired it to be recorded as such.

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

Kathryn E. Swartzlander  
Title of Officer

Notarial Seal  
Kathryn E. Swartzlander, Notary Public  
DuBois, Clearfield County  
My Commission Expires Aug. 29, 1996

Member, Pennsylvania Association of Notaries

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 12:22 PM 8-4-95

BY Eruen Dennee

FEES 13.50

Karen L. Starck, Recorder

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



Karen L. Starck  
Recorder of Deeds

# Open-End Mortgage

Loan No. 0199999179

COMMONWEALTH  
OF  
PENNSYLVANIA

OF

BANCONSUMER FORM PA 108 (Rev. 12/90)

Recorded on this \_\_\_\_\_  
of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, in \_\_\_\_\_  
the Recorder's Office of Said County, in Mortgage

Book, Vol. \_\_\_\_\_, Page \_\_\_\_\_

Given under my hand and seal of the said  
office, the day and year aforesaid.

\_\_\_\_\_  
Recorder

Entered of Record Aug 4 1995, 12:22 PM Karen L. Starck, Recorder



**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO**

THIS DISCLOSURE STATEMENT IS GIVEN TO THE BORROWER WITH, AND IS PART TWO OF, THE ACCOUNT AGREEMENT. THE ACCOUNT AGREEMENT, THIS DISCLOSURE STATEMENT, AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT.

**POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER.** Under the circumstances described below, Lender can (1) terminate the line of credit; (2) require Borrower to pay the entire outstanding balance on the Account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth below.

**TERMINATION.** If the Account is terminated, Borrower shall no longer have the right to obtain loans from, or make any charges to, the Account and Lender shall no longer be obligated to make advances on the Account.

**TERMINATION UPON DEFAULT.** The Borrower will be in default and the Account will terminate effective upon Lender's Notice of Termination to Borrower, if any of the following occur:

- (1) Any Borrower has committed any fraud or made any material misrepresentations in connection with the Account, the application for the Account, the Mortgage, or any information provided or representation made during the term of the Account.
- (2) The Borrower fails to pay the payments or any other amounts which are due in connection with the Account as promised in the Agreement, within 90 days of the payment due date.
- (3) The Borrower takes any action or fails to take any action which was promised in this Agreement or in the Mortgage, which adversely affects the Lender's security, or any right of the Lender in the security.
- (4) If further extensions of credit on the Account are prohibited for a period of time because of a circumstance listed below, and subsequently that circumstance no longer exists, the Lender may terminate the Account if the Borrower has caused or allowed a mortgage or other lien to be recorded against the Mortgaged Property at any time, unless that mortgage or lien is subordinate to the Lender's Mortgage as to past and future advances of credit on the Account.
- (5) The Borrower sells, gives away, transfers, or takes any action (or fails to take any action) which causes or allows conveyance of the Mortgaged Property, or any part thereof or interest therein.

If Borrower is in default under this section during a period when further extensions of credit are temporarily prohibited, Lender may, nevertheless, terminate the Account in accordance with this section.

**ACCELERATION OF THE OUTSTANDING BALANCE.** Unless prohibited by law, if the Account is terminated upon default, Lender may, at its option, after notice required by law, declare due and payable the entire balance owing on the Account. If this happens, Borrower will be required to pay the outstanding balance on the Account in one payment at that time.

If Borrower (or any one of them if there is more than one) is now or becomes in the future an executive officer of the Lender with respect to whom federal law requires that all credit granted by the Lender be due and payable on demand, then, during such times as federal law so requires, all credit granted under this Account shall be due and payable on demand. If the credit is due and payable on demand, the Lender can at such times require that the entire outstanding balance be paid immediately in one payment and, subject to applicable law, Borrower will be in default of this Agreement if payment is not made as required.

If Borrower is in default under the section above titled "Termination Upon Default" during the Repayment Phase or during a time when the Account is already terminated, the Lender may, after notice required by law, declare due and payable the entire balance owing on the Account.

If Lender declares the entire balance due and payable, Lender can bring suit for the amounts due, foreclose the Mortgage or take other action as permitted or provided by law to collect the balance owing.

**PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AND/OR REDUCTION OF THE CREDIT LIMIT.** If any of the conditions listed in this section occur, the Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. The Lender will notify Borrower within three (3) business days of the suspension, and provide a statement of the reason for such action. Suspending the Account will not affect Borrower's obligations to Lender under this Agreement. If circumstances subsequently change so that the condition which gave rise to the prohibition no longer exists, the Lender shall be obligated to again allow extensions of credit on the Account or restore the credit limit. This obligation shall commence fifteen (15) business days after the Lender receives a written request from Borrower, accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists. No condition listed in this section or the fact that such

condition no longer exists, shall extend or in any way affect the termination of the Account according to any other section or provision of this Agreement. Any of the following conditions will be grounds for Lender to temporarily prohibit additional extensions of credit and/or reduce the credit limit:

- (1) The value of the Mortgaged Property declines significantly below its appraised value for the purposes of the plan. There will be a significant decline if the "available equity in excess of the credit limit" at the time of the appraisal is less than 50% of the "available equity in excess of the credit limit" at the time the Account is opened. The "available equity in excess of the credit limit" shall be the difference between (a) the appraisal value of the Mortgaged Property and (b) the sum of the credit limit of the Account plus the credit limits of all other accounts secured by prior mortgages on the Mortgaged Property, plus the then outstanding balances of all other prior liens and encumbrances. In its discretion, Lender may obtain appraisals from time to time at Lender's expense. If the Lender has prohibited extensions of credit or reduced the credit limit and the value of the property subsequently increases, Borrower may provide the Lender with a written request to remove the restriction. The request shall be accompanied by an appraisal obtained at Borrower's expense. For the purpose of the section, an appraisal shall be defined as a certified appraisal by a licensed real estate broker who regularly, in the course of his/her business, makes appraisals of comparable residential real estate in the geographic area where the Mortgaged Property is located.
- (2) Borrower is in default of any Material Obligation listed in the Agreement.
- (3) Lender reasonably believes that Borrower will be unable to fulfill the repayment obligations under this Agreement because of a material change in Borrower's financial circumstances.

**PROHIBITION OF ADDITIONAL EXTENSION OF CREDITS — ADDITIONAL CIRCUMSTANCES.** If any of the conditions listed in this section occur, Lender may temporarily prohibit additional extensions of credit and/or reduce the credit limit. Lender will give Borrower notice of the prohibition. If circumstances subsequently change so that the condition no longer exists, the Lender shall be obligated to again allow extensions of credit on the Account, and will give Borrower notice that the credit is again available.

- (1) The Lender is precluded by government action from imposing the Annual Percentage Rate provided for in the Agreement.
- (2) The priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.
- (3) The Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.
- (4) The maximum Annual Percentage Rate is reached.

**CREDITOR'S OPTION ON DEFAULT.** If any circumstance exists which would be cause for Lender to temporarily prohibit further extensions of credit on the Account and/or reduce the credit limit:

- (a) Such action may be taken by the Lender at any time during which the circumstance continues to exist.
- (b) And the circumstance would also be cause for the Lender to terminate the Account.

Lender may, at its option, take either action at any time during which the circumstance continues to exist; Lender's remedies shall be cumulative, and not alternative.

**WARRANTIES AND REPRESENTATIONS:** Borrower warrants and represents that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and Borrower will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

Borrower agrees to promptly inform Lender of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

**PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT THE REQUEST OF BORROWER:** Any Borrower may direct the Lender to prohibit further extensions of credit on the Account. A notice by any Borrower of an intention not to be obligated for any additional loans on the Account shall be considered a request to prohibit further extensions of credit. The prohibition shall become effective as soon as Lender can reasonably act to stop new loans from being made. Any Borrower who joined in the request to prohibit further extensions of credit must join in any request to reactivate the credit line for such request to be effective.

**BILLING ERROR RIGHTS FORM**

(Keep this notice for future use.)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet, as soon as possible, at the address listed on your bill. We must hear from you no later than 60 days after we sent you the statement containing the error. You can telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number;
- The dollar amount of the suspected error;
- A description of error and an explanation of why you believe there is an error.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect or report you as delinquent for any amount(s) in dispute. We may continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on the bill, you will not have to pay any finance charges related to any questioned amount. If there was no error, you may have to pay finance charges, plus missed payments relating to the disputed amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the disputed amount, even if your bill was correct.

Date: August 8, 2003

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

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): George A. Hixon Jr.

PROPERTY ADDRESS: Tannety Lane, Penfield, PA 15849

LOAN ACCT. NO.: 199999179

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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 agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Tannery Lane, Penfield, PA 15849

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: May 15, 2003 thru July 15, 2003 totaling \$1,558.67

Other charges (explain/itemize): Late fees of \$871.63

**TOTAL AMOUNT PAST DUE: \$2,430.30**

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 \$2,430.30, 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:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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 attorney's 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 one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**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 X may or        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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

CLEARFIELD COUNTY

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

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

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Kathryn L. Hixon

PROPERTY ADDRESS: Tannery Lane, Penfield, PA 15849

LOAN ACCT. NO.: 199999179

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth 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.**

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**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.**

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Other charges (explain/itemize): Late fees of \$871.63

TOTAL AMOUNT PAST DUE: \$2,430.30

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FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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**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 attorney's 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.

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you had never defaulted.

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Contact Person: Teri Pavlosky

**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.

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**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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary.)*

**CLEARFIELD COUNTY**

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

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**



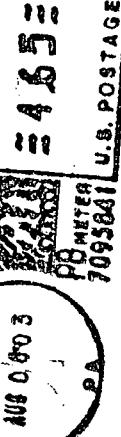
# FIRST Commonwealth

First Commonwealth Bank  
Central Offices: Philadelphia and 6th Streets, P.O. 1  
Indiana, PA 15701-0400

**CERTIFIED MAIL**



7003 0500 0003 7573 7038



3465 U.S. POSTAGE

S-11  
REGULAR  
8-24  
REGULAR

KATHRYN L. HIXON

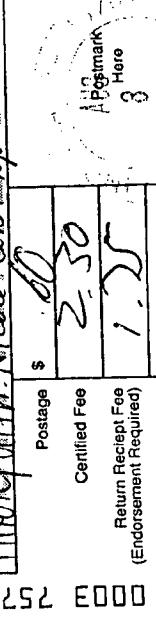
A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/STREET  
                  NOT DELIVERABLE AS ADDRESSED  
                  UNABLE TO FORWARD

**ARTS**  
RETURN TO SENDER

**UNCLAIMED**

15751/0400

<b>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>U.S. POSTAL SERVICE</b>	
8002	E252
8002	E000
8002	0050
Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	
Kathryn L. Hixon	
Street, Apt. No.	Tannery Lane
or PO Box No.	15819
City, State, Zip	PA
PS Form 3800, June 2002	
See reverse for instructions	





WARRANTY DEED - 1980

Vol 1134 Page 275

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

This Deed,

MADE the 5th day of January  
in the year nineteen hundred and eighty-seven (1987).

BETWEEN HARRY F. DIEM and RUTH N. DIEM, husband and wife, of  
Bennzinger Township, Elk County, Pennsylvania, parties of the  
first part, hereinafter called the Grantors

AND

GEORGE A. HIXON, JR. and KATHRYN L. HIXON, husband and wife,  
of Huston Township, Clearfield County, Pennsylvania, parties  
of the second part, hereinafter called the Grantees.

WITNESSETH, That in consideration of One and no/100ths-----  
----- (\$1.00) ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees, their heirs and assigns,

ALL that certain piece of land situate, lying and being in the  
Village of Penfield, Huston Township, Clearfield County, Pennsylvania  
bounded and described as follows, to wit:

BEGINNING at a point Three Hundred Twenty (320) feet from  
proposed Sixty (60) foot street now the corner of property  
owned by Richard and Gladys L. Kugler conveyed the fifth  
day of September, 1979, by George A. Hixon and Kathryn  
L. Hixon from Deed Book Volume 787, Page 218, being as  
follows: South Fifty-two (52°) degrees zero (00') minutes  
West a distance of Four Hundred Seventeen (417) feet to  
an iron pin; thence North Thirty-eight (38°) degrees zero  
(00') minutes West a distance of Two Hundred Eight point  
Ninety-two (208.92) feet to an iron pin; thence North Fifty-  
Two (52°) degrees zero (00') minutes East a distance of  
Four Hundred Seventeen (417) feet being a distance of Three  
Hundred Twenty (320) feet from Kugler property described  
by Deed Book Volume 787, page 218; thence South Thirty-  
Eight (38°) degrees zero (00') minutes East Two Hundred  
Eight point Ninety-two (208.92) feet to point and place  
of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein  
by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated  
April 14, 1983 and entered for record in the Office of the

FILED  
1CC Attn: Mohney  
Nov 5 2003 2 cc shft  
262763  
William A. Shaw  
Prothonotary/Clerk of Courts  
Aff pd. \$5.00

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and : TYPE OF PLEADING: PRAECIPE FOR  
KATHRYN L. HIXON, : DEFAULT JUDGMENT  
DEFENDANTS : FILED ON BEHALF OF: PLAINTIFF  
COUNSEL OF RECORD: :  
CHRISTOPHER E. MOHNEY, ESQUIRE  
SUPREME COURT NO.: 63494  
90 BEAVER DRIVE, SUITE 111B  
DUBOIS, PA 15801  
(814) 375-1044

FILED  
*fm*

OCT 22 2004  
0/115/04  
William A. Shaw  
Prothonotary  
NOTICE TO DEBTORS  
STATEMENT TO ATTY

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
:  
VS. :  
:  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
:  
DEFENDANTS :  
:

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against  
the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days  
of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$32,041.15
2.	Interest payoff:	\$ 923.38
3.	Late Fees:	\$ <u>923.07</u>
TOTAL:		\$33,887.60

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on August 18, 2004, as required by Pa. R.C.P. Rule 237.1.

BY:   
Christopher E. Mohney, Esquire

NOW, this \_\_\_\_ day of \_\_\_\_\_, 2004, damages are assessed in the amount of \$33,887.60.

---

William Shaw, Prothonotary

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



FILE

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE

GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :

TO: GEORGE A. HIXON, JR.  
FK5464  
SCI Mercer  
801 Butler Pike  
Mercer, PA 16137

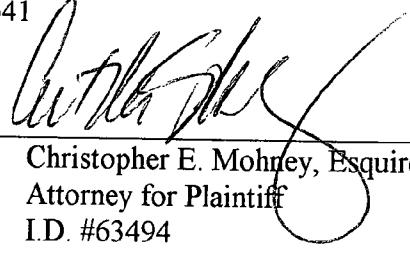
DATE OF NOTICE: August 18, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044



FILE

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE

GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

TO: KATHRYN L. HIXON  
1652 Treasure Lake  
DuBois, PA 15801

DATE OF NOTICE: August 18, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

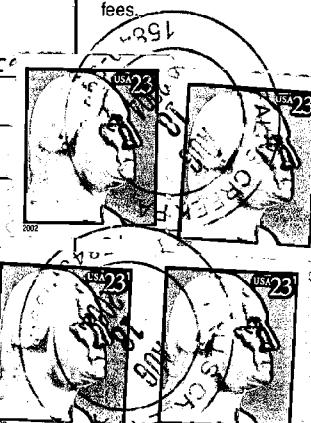
BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

<p>U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>            MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT            PROVIDE FOR INSURANCE — POSTMASTER</p>	
<p>Received From:</p> <p><u>Christopher E. Mohney, Esquire</u>  <u>90 Beaver Drive, Suite 111B</u>  <u>DuBois, PA 15801</u></p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>George A. Hixon, Jr.</u>  <u>FK5464, SCI Mercer</u>  <u>801 Butler Pike</u>  <u>Mercer, PA 16137</u></p>	
<p>PS Form 3817, Mar. 1989</p>	
<p>Affix fee here in stamps            or meter postage and            post mark. Inquire of            Postmaster for current            fees.</p>	



<p>U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>            MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT            PROVIDE FOR INSURANCE — POSTMASTER</p>	
<p>Received From:</p> <p><u>Christopher E. Mohney, Esquire</u>  <u>90 Beaver Drive, Suite 111B</u>  <u>DuBois, PA 15801</u></p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>Kathryn L. Hixon</u>  <u>1652 Treasure Lake</u>  <u>DuBois, PA 15801</u></p>	
<p>PS Form 3817, Mar. 1989</p>	
<p>Affix fee here in stamps            or meter postage and            post mark. Inquire of            Postmaster for current            fees.</p>	



FILED

OCT 22 2004

William A. Shaw  
Prothonotary

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
VS. :  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$33,887.60 on Oct. 22, 2004, 2004.

WILLIAM SHAW, PROTHONOTARY

By: \_\_\_\_\_  
, Deputy

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

Deposit Bank  
Plaintiff(s)

No.: 2003-01763-CD

Real Debt: \$33, 887.20

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

George A. Hixon Jr.  
Kathryn L. Hixon  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 22, 2004

Expires: October 22, 2009

Certified from the record this October 22, 2004

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE FOR  
GEORGE A. HIXON, JR. and : WRIT OF EXECUTION  
KATHRYN L. HIXON, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

OCT 22 2004  
011251

William A. Shaw  
Prothonotary

6 WANTS TO SEE

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

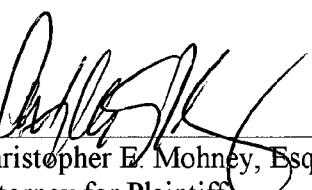
property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$33,887.60

5. Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_  
132. -

DO. 10 Prothonotary

BY:   
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

PROPERTY DESCRIPTION OF  
GEORGE E. AND KATHRYN L. HIXON

ALL that certain pieces of land situate, lying and being in the Village of Penfield, Huston Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point Three Hundred Twenty (320) feet from proposed Sixty (60) foot street now the corner of property owned by Richard and Gladys L. Kugler conveyed the fifth day of September, 1979, by George A. Hixon and Kathryn L. Hixon from Deed Book Volume 787, Page 218, being as follows: South Fifty-two (52°) degrees zero (00') minutes West a distance of Four Hundred Seventeen (417) feet to an iron pin; thence North Thirty-eight (38°) degrees zero (00') minutes West a distance of Two Hundred Eight point Ninety-two (208.92) feet to an iron pin; thence North Fifty-Two (52°) degrees zero (00') minutes East a distance of Four Hundred Seventeen (417) feet being a distance of Three Hundred Twenty (320) feet from Kugler property described by Deed Book Volume 787, page 218; thence South Thirty-Eight (38°) degrees zero (00') minutes East Two Hundred Eight point Ninety-two (208.92) feet to point and place of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated April 14, 1983 and entered for record in the Office of the

SCHEDULE "A"

FILED

CCF 22 2004

William A. Shaw  
Prothonotary

SUCC. 57.65  
31.37  
22.-  
11542

132.

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ELK :  
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$33,887.60

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

*Paid Prothonotary 132.00*

BY: \_\_\_\_\_  
William Shaw, Prothonotary

DATE: 10-22-04

PROPERTY DESCRIPTION OF  
GEORGE E. AND KATHRYN L. HIXON

ALL that certain piece of land situate, lying and being in the Village of Penfield, Huston Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point Threes Hundred Twenty (320) feet from proposed Sixty (60) foot street now the corner of property owned by Richard and Gladys L. Kugler conveyed the fifth day of September, 1979, by George A. Hixon and Kathryn L. Hixon from Deed Book Volume 787, Page 218, being as follows: South Fifty-two (52°) degrees zero (00') minutes West a distance of Four Hundred Seventeen (417) feet to an iron pin; thence North Thirty-eight (38°) degrees zero (00') minutes West a distance of Two Hundred Eight point Ninety-two (208.92) feet to an iron pin; thence North Fifty-Two (52°) degrees zero (00') minutes East a distance of Four Hundred Seventeen (417) feet being a distance of Three Hundred Twenty (320) feet from Kugler property described by Deed Book Volume 787, page 218; thence South Thirty-Eight (38°) degrees zero (00') minutes East Two Hundred Eight point Ninety-two (208.92) feet to point and place of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein by deed of George A. Hixon, Jr., and Kathryn L. Hixon, dated April 14, 1983 and entered for record in the Office of the

SCHEDULE "A"

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
: :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
: TYPE OF PLEADING: PRAECIPE TO  
: REISSUE WRIT OF EXECUTION  
: :  
: FILED ON BEHALF OF: PLAINTIFF  
: :  
: COUNSEL OF RECORD:  
: DEFENDANTS CHRISTOPHER E. MOHNEY, ESQUIRE  
: :  
: SUPREME COURT NO.: 63494  
: :  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

6  
FILED ICC 26  
01/03/2005 by Wm. Shaw  
FEB 03 2005 to Shaff

William A. Shaw *Atty. pd. 7.00*  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
: :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
VS. : :  
: :  
GEORGE A. HIXON, JR., and :  
KATHRYN L. HIXON :  
: :  
DEFENDANTS : :

**PRAECIPE TO REISSUE WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reissue the Writ of Execution in the above-captioned matter.

Respectfully submitted,

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

Supreme Court No. 63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

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

**COPY**

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ELK :  
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to  
levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$33,887.60

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Paid Prothonotary 132.00

Prothonotary costs 7.00 BY: William Shaw

William Shaw, Prothonotary

DATE: 10-22-04

2-3-05 Document  
Re-Substituted/Reissued to Sheriff/Attorney  
for service.

William Shaw  
Deputy Prothonotary

PROPERTY DESCRIPTION OF  
GEORGE E. AND KATHRYN L. HIXON

ALL that certain piece of land situate, lying and being in the Village of Penfield, Huston Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point Three Hundred Twenty (320) feet from proposed Sixty (60) foot street now the corner of property owned by Richard and Gladys L. Kugler conveyed the fifth day of September, 1979, by George A. Hixon and Kathryn L. Hixon from Deed Book Volume 787, Page 218, being as follows: South Fifty-two (52°) degrees zero (00') minutes West a distance of Four Hundred Seventeen (417) feet to an iron pin; thence North Thirty-eight (38°) degrees zero (00') minutes West a distance of Two Hundred Eight point Ninety-two (208.92) feet to an iron pin; thence North Fifty-Two (52°) degrees zero (00') minutes East a distance of Four Hundred Seventeen (417) feet being a distance of Three Hundred Twenty (320) feet from Kugler property described by Deed Book Volume 787, page 218; thence South Thirty-Eight (38°) degrees zero (00') minutes East Two Hundred Eight point Ninety-two (208.92) feet to point and place of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated April 14, 1983 and entered for record in the Office of the

SCHEDULE "A"

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: AFFIDAVIT  
GEORGE A. HIXON, JR. and : PURSUANT TO RULE 3129.2  
KATHRYN L. HIXON, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

MAR 14 2005  
01/11/5  
LW  
William A. Shaw  
Prothonotary/Clerk of Courts

No Censor to Report

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
VS. :  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANT'S :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :  
:

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, to the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on February 23, 2005 and on March 1, 2005.

TO: **GEORGE A. HIXON, JR.**  
FK5464  
SCI Mercer  
801 Butler Pike  
Mercer, PA 16137

**KATHRYN L. HIXON**  
1652 Treasure Lake  
DuBois, PA 15801

**CHAGRIN LAND LIMITED PARTNERSHIP, et al.**  
Russel Street  
Endeavor, PA 16321

**ASSOCIATES COMMERCIAL CORPORATION**  
2790 Mosside Blvd., Suite 800  
Monroeville, PA 15146

**WILLIAM T. MOLCYAN, ESQUIRE**  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

**UNDERHILL COAL MINING CO.**  
406 Church Street  
St. Marys, PA 15857

**UNDERHILL COAL MINING CO.**  
301 Brusselles Street, P.O. Box 426  
St. Marys, PA 15857

**DEPOSIT BANK**  
2 E. Long Avenue  
DuBois, PA 15801

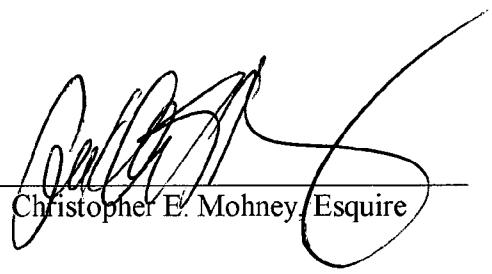
**AMERICA'S WHOLESALE LENDER**  
4500 Park Granada  
Calabassas, CA 91302

**CLEARFIELD COUNTY TAX CLAIM BUREAU**  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 15830

**DOTTIE JOHNSTON, TAX COLLECTOR**  
609 Woodward Road  
Penfield, PA 15849

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

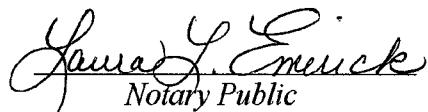
BY:

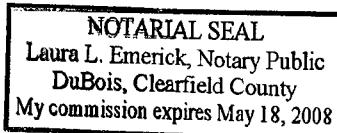
  
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED*

*before me this 9th day of*

*March, 2005.*

  
Laura L. Emerick  
Notary Public



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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: GEORGE A. HIXON, JR. KATHRYN L. HIXON  
1652 Treasure Lake 1652 Treasure Lake  
DuBois, PA 15801 DuBois, PA 15801

CHAGRIN LAND LIMITED PARTNERSHIP, et al.  
Russel Street  
Endeavor, PA 16321

ASSOCIATES COMMERCIAL CORPORATION  
2790 Mosside Blvd., Suite 800  
Monroeville, PA 15146

UNDERHILL COAL MINING CO.  
406 Church Street  
St. Marys, PA 15857

UNDERHILL COAL MINING CO.  
301 Brusselles Street, P.O. Box 426  
St. Marys, PA 15857

DEPOSIT BANK  
2 E. Long Avenue  
DuBois, PA 15801

AMERICA'S WHOLESALE LENDER  
4500 Park Granada  
Calabassas, CA 91302

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 15830

DOTTIE JOHNSTON, TAX COLLECTOR  
609 Woodward Road  
Penfield, PA 15849

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, APRIL 1, 2005 at 10:00 o'clock A. M., the following described real estate of which GEORGE A. HIXON, JR. and KATHRYN L. HIXON are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK vs. GEORGE A. HIXON, JR. and KATHRYN L. HIXON at No. 03-1763 C.D. in the amount of \$33,887.60.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on  
April 4, 2005.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



---

Sheriff of Clearfield County

## PROPERTY DESCRIPTION OF GEORGE E. AND KATHRYN L. HIXON

All that certain piece of land situate, lying and being in the Village of Penfield, Huston Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point Three Hundred Twenty (320) feet from proposed Sixty (60) foot street now the corner of property owned by Richard and Gladys L. Kugler conveyed the fifth day of September, 1979, by George A. Hixon and Kathryn L. Hixon from Deed Book Volume 787, Page 218, being as follows: South Fifty-two (52°) degrees zero (00') minutes West a distance of Four Hundred Seventeen (417) feet to an iron pin; thence North Thirty-eight (38°) degrees zero (00') minutes West a distance of Two Hundred Eight point Ninety-two (208.92) feet to an iron pin; thence North Fifty-two (52°) degrees zero (00') minutes East a distance of Four Hundred Seventeen (417) feet being a distance of Three Hundred Twenty (320) feet from Kugler property described by Deed Book Volume 787, page 218; thence South Thirty-eight (38°) degrees zero (00') minutes East Two Hundred Eight point Ninety-two (208.92) feet to point and place of beginning. Containing two (2) acres, more or less.

BEGINNING the same premises acquired by the Grantors herein by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated April 14, 1983 and entered for record in the Office of the

SEIZED, taken in execution to be sold as the property of GEORGE A. HIXON, JR. AND KATHRYN L. HIXON, at the suit of DEPOSIT BANK. JUDGMENT NO. 03-1763-CD.

7004 0750 0000 8595 5892

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

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

**OFFICIAL USE**

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

**Sent To**  
GEORGE A. HIXON, JR.  
Street, Apt. No.  
or PO Box No.  
Treasure Lake  
DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**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:  
KATHRYN L. HIXON  
1652 Treasure Lake  
DuBois, PA 15801

2. Article Number  
(Transfer from service label)

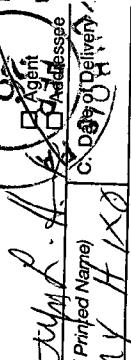
PS Form 3811, August 2001

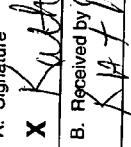
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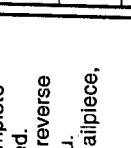
Domestic Return Receipt

2ACFR1-03-P-4081

**SENDER: COMPLETE THIS SECTION ON DELIVERY**

A. Signature 

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

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

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

**OFFICIAL USE**

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

**Sent To**  
KATHRYN L. HIXON  
Street, Apt. No.  
or PO Box No. 2 Treasure Lake  
City, State, Zip 15801  
DuBois, PA 15801

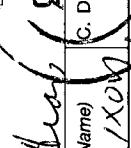
PS Form 3800, June 2002

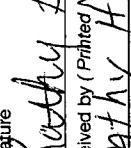
See Reverse for Instructions

7004 0750 0000 8595 5908

**SENDER: COMPLETE THIS SECTION**

A. Signature 

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

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

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

**OFFICIAL USE**

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

**Sent To**  
GEORGE A. HIXON, JR.  
Street, Apt. No.  
or PO Box No.  
Treasure Lake  
DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

102595-02-M-1540

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

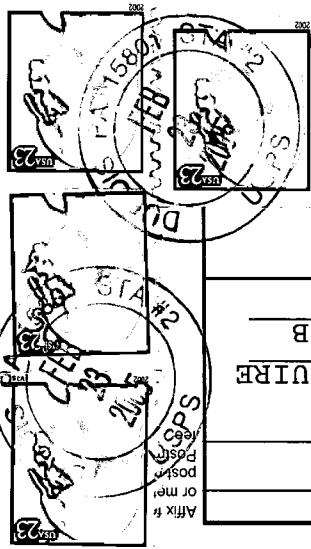
Prefix #  of Mailing Post Office

PROVIDE FOR INSURANCE-POSTMASTER MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT

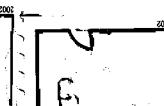
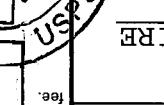
CHRISTOPHER E. MOHNEY, ESGUIRE  
90 BEAVER DRIVE, SUITE 111B  
DUBOIS, PA 15801

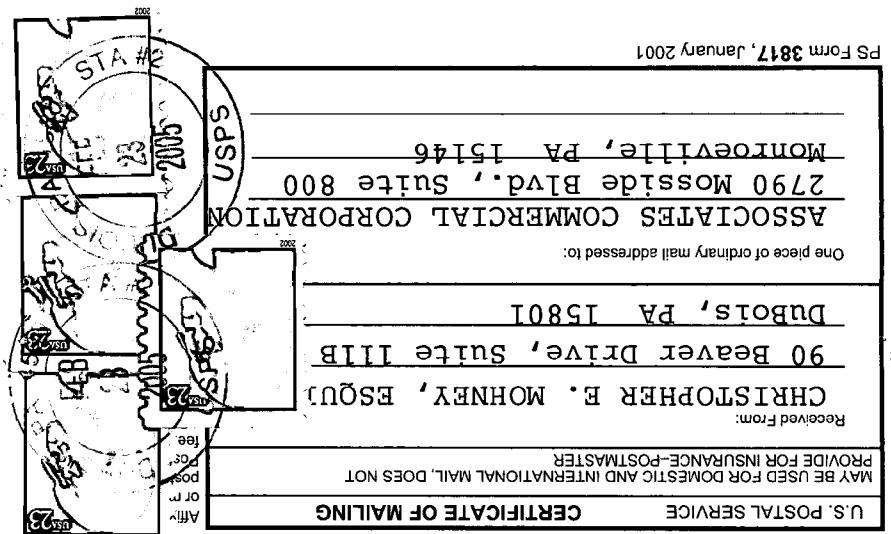
Received From:  
One piece of ordinary mail addressed to:

UNDERHILL COAL MINING CO.  
301 BRUSSELLES STREET  
P.O. Box 426  
St. Marys, PA 15857



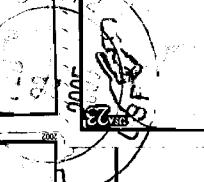
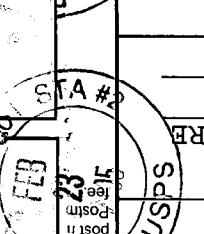
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
PROVIDE FOR INSURANCE-POSTMASTER MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER OF U.S. POSTAL SERVICE			
Christopher E. Mohney, Esquire			
90 Beaver Drive, Suite 111B			
DUBOIS, PA 15801			
One place of ordinary mail addressed to: UNDERHILL COAL MINING CO., INC. 406 Church Street, #175 St. Marys, PA 15857			
Received From:			
FEB 23 2005			
			
			
			



PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Affix postage Postage Paid	
One piece of ordinary mail addressed to:	
Christopher E. Mohney, Esquire	
30 Beaver Drive, Suite 111B	
Dubois, PA 15801	
William T. Molcyan, Esquire	
2718 Kopfers Building	
436 Seventh Avenue	
Pittsburgh, PA 15219	
One piece of ordinary mail addressed to:	
DuBois, PA 15801	
Christopher E. Mohney, Esquire	
William T. Molcyan, Esquire	
2718 Kopfers Building	
436 Seventh Avenue	
Pittsburgh, PA 15219	

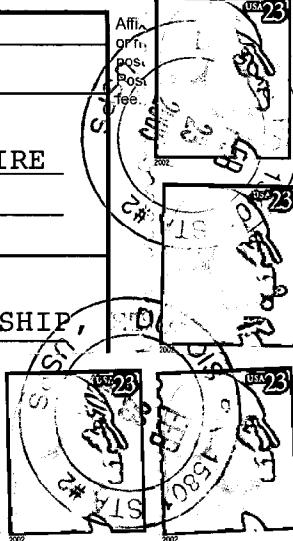
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC POSTMASTER PROVIDE INSURANCE AND INTERNATIONAL MAIL, DOES NOT COVER AIR MAIL OR POSTAL AIR MAIL			
RECEIVED from: CHRISTOPHER E. MONEY, ESQUIRE 90 BEAVER DRIVE, SUITE 111B DUBOIS, PA 15801 One piece of ordinary mail addressed to: DEPOSIT BANK 2 E. Long Avenue DUBOIS, PA 15801			
 			

**FILED**

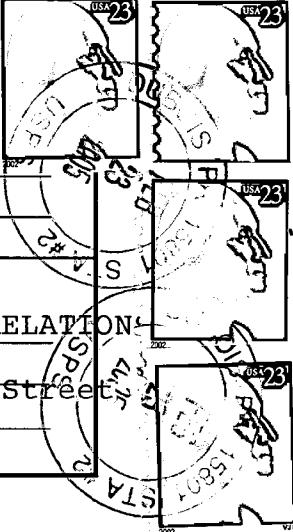
**MAR 14 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

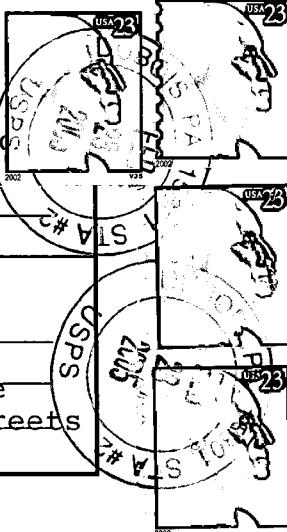
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>CHRISTOPHER E. MOHNEY, ESQUIRE</u> <u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>CHAGRIN LAND LIMITED PARTNERSHIP,</u> <u>ET AL.</u> <u>Russel Street</u> <u>Endeavor, PA 16321</u>		
PS Form 3817, January 2001		



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:  <u>CHRISTOPHER E. MOHNEY, ESQ</u> <u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to:  <u>CLEARFIELD COUNTY DOMESTIC RELATIONS</u> <u>Clearfield County Courthouse</u> <u>Corner of Market and Second Street</u> <u>Clearfield, PA 16830</u>		
PS Form 3817, January 2001		



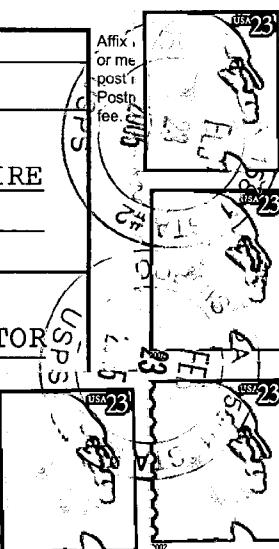
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From: <b>CHRISTOPHER E. MOHNEY, ESQUIRE</b> <b>90 Beaver Drive, Suite 111B</b> <b>DuBois, PA 15801</b>		
One piece of ordinary mail addressed to: <b>CLEARFIELD COUNTY TAX CLAIM</b> <b>BUREAU</b> <b>Clearfield County Courthouse</b> <b>Corner Second and Market Streets</b> <b>Clearfield, PA 15830</b>		
PS Form 3817, January 2001		



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <u>CHRISTOPHER E. MOHNEY, ESQUIRE</u> <u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>AMERICA'S WHOLESALE LENDER</u> <u>4500 Park Granada</u> <u>Calabassas, CA 91302</u>		
PS Form 3817, January 2001		



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:  <u>CHRISTOPHER E. MOHNEY, ESQUIRE</u> <u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to:  <u>DOTTIE JOHNSTON, TAX COLLECTOR</u> <u>609 Woodward Road</u> <u>Penfield, PA 15849</u>		
PS Form 3817, January 2001		



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20033  
NO: 03-1763-CD

PLAINTIFF: DEPOSIT BANK  
vs.  
DEFENDANT: GEORGE A. HIXON, JR. AND KATHRYN L. HIXON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/22/2004

LEVY TAKEN 03/23/2005 @ 11:30 AM

POSTED 03/23/2005 @ 11:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/14/2005

DATE DEED FILED **NOT SOLD**

**FILED**  
01/10/32/05  
JUN 15 2005  
60

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

03/23/2005 @ 1:45 PM SERVED GEORGE A. HIXON, JR.

SERVED GEORGE A. HIXON, JR., DEFENDANT, AT HIS RESIDENCE 1652 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GEORGE HIXON, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

03/25/2005 @ 1:45 PM SERVED KATHRYN L. HIXON

SERVED KATHRYN L. HIXON, DEFENDANT AT HER RESIDENCE 1652 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHRYN HIXON

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED GEORGE A. HIXON, JR.

@ SERVED

NOW, MARCH 28, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE AND RETURN THE WRIT AS UNSATISFIED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20033  
NO: 03-1763-CD

PLAINTIFF: DEPOSIT BANK

vs.

DEFENDANT: GEORGE A. HIXON, JR. AND KATHRYN L. HIXON

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$338.48

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

*Chester Hawkins*  
By *Connie Butcher Aufmiller*  
Chester A. Hawkins  
Sheriff

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

DEPOSIT BANK, : NO. 03 - 1763 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE A. HIXON, JR. and :  
KATHRYN L. HIXON, :  
DEFENDANTS :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ELK :  
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$33,887.60

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

PRO. PROTHONOTARY 132.00

Prothonotary costs 7.00 BY: Will Shaw

William Shaw, Prothonotary

DATE: 10-22-04

Received February 3, 2005 @ 11:00 a.m.  
Chestn A. Waudens  
by Cynthia Butler-Cleghorn, Esq.

2-3-05 Document  
Re-issued/Reissued to Sheriff/Attorney  
for service.

Will Shaw  
Deputy Prothonotary

PROPERTY DESCRIPTION OF  
GEORGE E. AND KATHRYN L. HIXON

ALL that certain piece of land situate, lying and being in the Village of Penfield, Buxton Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point Three Hundred Twenty (320) feet from proposed Sixty (60) foot street now the corner of property owned by Richard and Gladys L. Kugler conveyed the fifth day of September, 1979, by George A. Hixon and Kathryn L. Hixon from Deed Book Volume 787, Page 218, being as follows: South Fifty-two (52°) degrees zero (00') minutes West a distance of Four Hundred Seventeen (417) feet to an iron pin; thence North Thirty-eight (38°) degrees zero (00') minutes West a distance of Two Hundred Eight point Ninety-two (208.92) feet to an iron pin; thence North Fifty-Two (52°) degrees zero (00') minutes East a distance of Four Hundred Seventeen (417) feet being a distance of Three Hundred Twenty (320) feet from Kugler property described by Deed Book Volume 787, page 218; thence South Thirty-Eight (38°) degrees zero (00') minutes East Two Hundred Eight point Ninety-two (208.92) feet to point and place of beginning. Containing two (2) acres, more or less.

BEING the same premises acquired by the Grantors herein by deed of George A. Hixon, Jr. and Kathryn L. Hixon, dated April 14, 1983 and entered for record in the Office of the

SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME GEORGE A. HIXON, JR.

NO. 03-1763-CD

NOW, June 15, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of George A. Hixon, Jr. And Kathryn L. Hixon to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	123.12
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$338.48</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	33,887.60
INTEREST @	0.00
FROM TO 04/01/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$33,927.60</b>
<b>COSTS:</b>	
ADVERTISING	362.68
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	338.48
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$833.16</b>

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

CHESTER A. HAWKINS, Sheriff

2-3-05

D.B v. Hixon

Please reschedule Sheriff  
Sale for April 1, 2005.

Wm. H. K.  
atty for Plaintiff

90 Beaver Drive  
Suite 111-B  
DuBois, PA 15801  
(814) 375-1044 - Telephone  
(814) 375-1088 - Facsimile

## FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING MATERIALS AS SOON AS POSSIBLE.

TO: Cynthia Butler-Aughenbaugh

FAX NO.: 765.5915

FROM: CHRISTOPHER E. MOHNEY, ESQUIRE

NO. OF PAGES: 1

DATE: February 9, 2005

RE: Questions on 2 foreclosures

MESSAGE:

Deposit Bank vs. David and Melanie Bloom, No. 04-34-C.D.: Does Deposit Bank owe money on this? We bought at Sheriff Sale in December 2004; I have no document in my file of receiving an invoice.

Deposit Bank vs. George and Kathryn Hixon, No. 03-1763-C.D.: I recently gave you a note to reschedule this sale for the April sale date. I had to reissue the writ of execution because it was not served timely by the Sheriff's office. I see this sale was advertised in the legal journal as being sold on 3/4/05 date. Please (1) send us new Notice of Sheriff Sale to serve with April sale date (attached form); and (2) confirm the bank will not have to pay for advertising of sale twice. I hope it has not been sent to be advertised in the Courier-Express.

Chris

**THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.** IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

**IF YOU DO NOT RECEIVE THE DESIGNATED NUMBER OF PAGES,  
OR IF YOU EXPERIENCE ANY PROBLEM WITH THE TRANSMISSION  
OF THIS DOCUMENT, PLEASE CALL OUR OFFICE AT (814) 375-1044.  
THANK YOU!**

**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

March 28, 2005

**Via Facsimile Only: 765.5915**

Clearfield County Sheriff's Department  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Cindy Aughenbaugh Butler

RE: Deposit Bank, now First Commonwealth Bank vs.  
George A. Hixon, Jr. and Kathryn L. Hixon  
Case No. 03-1763 CD

Dear Cindy:

Please cancel the sheriff's sale scheduled for Friday, April 1, 2005 at 10:00 a.m. in the above-referenced matter. We do not wish for it to be rescheduled; kindly return the writ marked unsatisfied and issue any refund on costs advanced to plaintiff. Please see that Sheriff Hawkins publicly announces the sale "canceled" at the scheduled sale.

Please call should you have any questions, or need anything further.

Sincerely,

  
Christopher E. Mohney  
Attorney at Law

cc: Terry Henry (724.463.5665)  
Michael P. Yeager, Esquire (765.9503)  
Joseph Colavecchi, Esquire (765.4570)