

C3-1859  
FIRST COMMONWEALTH BANK vs. LITHUANIAN INDEPENDANT CLUB, INC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

Case No. 03-1859-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

I hereby verify that the property to be  
foreclosed upon is:

800 West Weber Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-1-08-2239

Timothy Krieger  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for Plaintiff

FILED

DEC 19 2003

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendants. )

**IMPORTANT NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 ) No. \_\_\_\_\_  
 Plaintiff, )  
 )  
 vs. )  
 )  
 LITHUANIAN INDEPENDENT )  
 CLUB, INC., )  
 )  
 Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendant, Lithuanian Independent Club, Inc.("Borrower"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an address of 800 West Weber Avenue, DuBois, Pennsylvania 15801.

3. On or about September 4, 2002, Borrower executed and delivered a Promissory Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$200,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated September 4, 2002 ("Mortgage") given by Borrower to the Bank, granting the Bank a security

interest in certain real property located in the First Ward, City of DuBois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Instrument Number 200214087. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrower is in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrower on the Note and Mortgage was on July 8, 2003, resulting in Borrower remaining due and owing on the Note and Mortgage for July 15, 2003, plus all subsequent payments to date.

6. The Defendant is the real and record owner of the Premises.

7. There has been no assignment, release or transfer of the Note or Mortgage.

8. Notices pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -- Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) were not required because the Mortgage is not a "residential mortgage" as defined by Act 6, and the Premises is not a one or two-family owner-occupied residence, as required by Act 91.

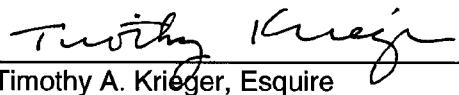
9. The amount due Bank under the Note and Mortgage as of November 12, 2003 is as follows:

Principal.....	\$197,663.72
Interest through November 12, 2003.....	7,258.08
(per diem \$48.043254)	
Late Fees .....	715.28
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$205,637.08

10. The total amount now due to the Bank under the Note and Mortgage as of November 12, 2003 was Two Hundred Five Thousand Six Hundred Thirty-Seven and 08/100 Dollars (\$205,637.08), plus interest accruing from November 12, 2003 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Five Thousand Six Hundred Thirty-Seven and 08/100 Dollars (\$205,637.08), plus continuing interest at the contract rate from November 12, 2003, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank  
f/k/a Deposit Bank, Plaintiff

212162.1:BF  
11555-116793

## PROMISSORY NOTE

Principal \$200,000.00	Loan Date 09-04-2002	Maturity 09-15-2022	Loan No 88001	Call / Coll	Account 9250623170	Officer LJK	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** LITHUANIAN INDEPENDENT CLUB, INC (TIN: 25-0623170)  
800 W WEBER AVE  
DUBOIS, PA 15801

**Lender:** Deposit Bank, a division of First Commonwealth Bank  
DuBois Office  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801  
(814) 371-2345

**Principal Amount:** \$200,000.00

**Date of Note:** September 4, 2002

**PROMISE TO PAY.** LITHUANIAN INDEPENDENT CLUB, INC ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from September 4, 2002, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 240 payments of \$1,788.31 each payment. Borrower's first payment is due October 15, 2002, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 15, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 5 Year FHLB rate as published by the Pittsburgh Federal Home Loan Bank on the last business day of the week preceding the "rate change event" week (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 5 years (the "rate change event"). Borrower understands that Lender may make loans based on other rates as well. Initially, the interest rate to be applied to the unpaid principal balance of the Note is (Note Rate). After the first rate change event, the interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 3.400 percentage points over the Index. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 8.000% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this Promissory Note prior to twelve (12) months to the Maturity Date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one per cent (1%) of the principal amount outstanding at the time of Prepayment. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Deposit Bank, a division of First Commonwealth Bank; DuBois Office; 2 East Long Avenue; PO Box 607A; DuBois, PA 15801.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 8.400 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**EXHIBIT**

PROMISSORY NOTE  
(Continued)

Loan No: 89001

Page 2

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by MORTGAGE OF EVEN DATE HEREWITHE ON REAL ESTATE DESCRIBED IN CLEARFIELD COUNTY DEED BOOK VOLUME 478, PAGE 189; DEED BOOK VOLUME 672, PAGE 210; DEED BOOK VOLUME 211, PAGE 132; AND DEED BOOK VOLUME 921, PAGE 524. SECURITY INTEREST IN ALL INVENTORY, EQUIPMENT, FURNITURE, FIXTURES AND ACCOUNTS RECEIVABLE NOW OWNED AND HEREAFTER ACQUIRED AND THE PRODUCTS AND PROCEEDS THEREOF.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**NOTE RATE;** The initial rate to be applied to the principal balance of the note (the "Note Rate") will be 8.75%.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentation, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

LITHUANIAN INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL URBAN, President of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
JAMES NOWAK, Vice President of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
ANTHONY RASAVAGE, Secretary of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL MCKNIS, Treasurer of LITHUANIAN  
INDEPENDENT CLUB, INC

**RECORDATION REQUESTED BY:**

Deposit Bank, a division of First Commonwealth Bank  
DuBois Office  
2 East Long Avenue  
PO Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL TO:**

Deposit Bank, a division of First Commonwealth Bank  
CSC L/S - Commercial  
P.O. Box 400, CSC - L/S Commercial  
Indiana, PA 15701

**SEND TAX NOTICES TO:**

LITHUANIAN INDEPENDENT CLUB, INC  
800 W WEBER AVE  
DUBOIS, PA 15801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

**MAXIMUM LIEN.** The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$200,000.00.

**THIS MORTGAGE** dated September 4, 2002, is made and executed between LITHUANIAN INDEPENDENT CLUB (referred to below as "Grantor") and Deposit Bank, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, PO Box 607A, Dubois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

See ATTACHED EXHIBIT "A" HERETO, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

**The Real Property or its address is commonly known as 800 WEST WEBER AVENUE, DUBOIS, PA 15801.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**EXHIBIT**

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**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will: (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such

steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified,

it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means LITHUANIAN INDEPENDENT CLUB, INC, and all other persons and entities signing the Note in whatever capacity.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means LITHUANIAN INDEPENDENT CLUB, INC.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated September 4, 2002, in the original principal amount of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 15, 2022.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

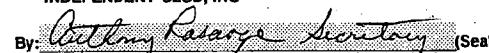
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

LITHUANIAN INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL URBAN, President of LITHUANIAN  
INDEPENDENT CLUB, INC

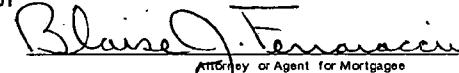
By:  (Seal)  
ANTHONY RASAVAGE, Secretary of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
JAMES NOWAK, Vice President of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL MCKNIS, Treasurer of LITHUANIAN  
INDEPENDENT CLUB, INC

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:  
DuBois Office, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801

  
Blaise J. Ferencius  
Attorney or Agent for Mortgagor

## CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

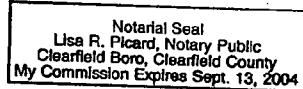
COUNTY OF Clearfield

) SS

On this, the 4th day of September, 2002, before me

the undersigned Notary Public, personally appeared MICHAEL URBAN, President; JAMES NOWAK, Vice President; ANTHONY RASAVAGE, Secretary; MICHAEL MICKNIS, Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, who acknowledged themselves to be the President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, of a corporation, and that they as such President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC.

In witness whereof, I hereunto set my hand and official seal.



Lisa R. Picard  
Notary Public in and for the State of Pennsylvania

ALL those certain parcels or pieces of land lying, situated and being in the First Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**THE FIRST THEREOF:**

BEGINNING at North West corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, one hundred eighty (180) feet to Kirk Alley; thence North 27° 30' East, ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, one hundred eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, ninety (90) feet to Weber Avenue and place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois

BEING the same premises the City of DuBois conveyed to the Lithuanian Independent Club, by deed dated September 3, 1959 and recorded September 28, 1959 in Deed Book 478, Page 189.

**THE SECOND THEREOF:**

BEGINNING at a post at lands formerly of O'Shaugnessy (Shaughnessy); thence along West Weber Avenue North sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, one hundred eighty (180) feet to Clinton Alley; thence along Clinton Alley, sixty (60) feet to a post; thence along line of lands formerly of O'Shaugnessy, one hundred eighty (180) feet to a post at West Weber Avenue and place of beginning.

BEING the same premises the Sacred Heart of Jesus Lithuanian Church of DuBois conveyed to the Lithuanian Independent Club by deed dated August 10, 1915 and recorded August 28, 1915 in Deed Book 211, Page 132.

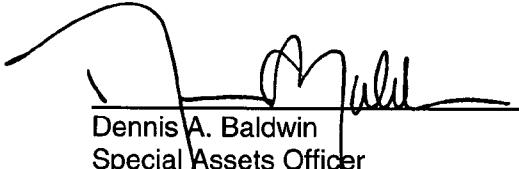
**THE THIRD THEREOF:**

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and place of beginning. Containing 10,800 square feet, more or less.

Being the same premises Helen G. Rhines and Harold L. Rhines, her husband conveyed to the Lithuanian Independent Club, Inc. by deed dated July 20, 1973 and recorded February 28, 1974 in Record Book 672 Page 210.

VERIFICATION

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

212162.1:BF  
11555-116793

1-28-04 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

W. A. Shaw  
Deputy Prothonotary

FILED Atty pd.85.00  
M/19/2003  
DEC 19 2003  
ICC Shft

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 2003 - 1859 - CD

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

PRAECLPICE TO REINSTATE COMPLAINT

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

FILED

JAN 28 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 )  
Plaintiff, ) No. 2003 - 1859 - CD  
 )  
vs. )  
 )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
 )  
Defendant. )

**PRAECIPE TO REINSTATE COMPLAINT**

TO: PROTHONOTARY

Please reinstate the Complaint in the above-captioned matter.

TUCKER ARENSBERG, P.C.

*Timothy Krieger*  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

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JAN 28 2004 1 cc to a step

William A. Shaw  
Prothonotary

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

**FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK**

**VS.**

**LITHUANIAN INDEPENDENT CLUB, INC.**

**Sheriff Docket #** 14959

**03-1859-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW FEBRUARY 12, 2004 AT 10:51 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LITHUANIAN INDEPENDENT CLUB, INC., DEFENDANT AT RESIDENCE, 527 SOUTH AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHAEL URBAN, PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>66.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 256066</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 256067</b>

---

Sworn to Before Me This

16<sup>th</sup> Day Of April 2004  
William A. Shaw

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

So Answers,

*Chester Hawkins*  
*by: Manly H. Shaw*  
Chester A. Hawkins  
Sheriff

FILED  
01/15/04  
APR 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,  
vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

FILED

APR 28 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendant above named in default of an Answer, in the amount of \$214,148.78, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$205,637.08
Interest from 11/13/03 through 04/27/04 (per diem \$48.043254) .....	7,975.18
Late Fees (5% of \$1,788.31/mo. pmt. or \$89.42/mo. for months of Nov, Dec 2003; Jan thru Apr. 2004) .....	<u>536.52</u>
<b>TOTAL</b> .....	<b>\$214,148.78</b>

I hereby certify that the appropriate Notice of Default, as attached, has been mailed in accordance with PA R.C.P. 237.1 on the date indicated on the Notice.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank  
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendant: Lithuanian Independent Club, Inc.  
c/o Michael Urban, President, 527 South Avenue, DuBois, PA 15801-1545

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, )  
f/k/a DEPOSIT BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 2003 - 1859 - CD  
)  
vs. )  
)  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
)  
Defendant. )

TO: Lithuanian Independent Club, Inc.  
c/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801-1545

DATE OF NOTICE: April 16, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

TUCKER ARENSBERG, P.C.

By:

*Timothy A. Krieger*  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon the Defendant, Lithuanian Independent Club, Inc., by depositing same in the United States Mail, first class postage prepaid, on the 16th day of April, 2004 at the following address:

Lithuanian Independent Club, Inc.  
c/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801-1545

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

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11555-116793

FILED

Att'y pd.  
20.00

APR 28 2004

1000-A Notice to Def.

William A. Shaw  
Prothonotary/Clerk of Courts

Statement to Att'y

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**NOTICE OF JUDGMENT**

To: Lithuanian Independent Club, Inc.  
c/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801-1545

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on \_\_\_\_\_, 2004, in the amount of \$214,148.78, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary

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

COPY

First Commonwealth Bank  
f/k/a Deposit Bank  
Plaintiff(s)

No.: 2003-01859-CD

Real Debt: \$214,148.78

Atty's Comm: \$

Vs.

Costs: \$

Lithuanian Independent Club, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 28, 2004

Expires: April 28, 2009

Certified from the record this 28th day of April, 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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

800 West Weber Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-1-08-2239

FILED

MAY 17 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

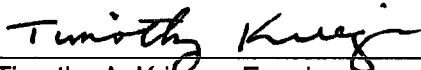
**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount.....	\$214,148.78
Interest from 04/28/04 through 05/31/04 at \$48.043254 per diem .....	1,585.43
Late Charges (5% of \$1,788.31/mo. pmt. or \$89.42/mo. for month of May, 2004).....	89.42
Foreclosure Fees .....	<u>1,500.00</u>
Sub-total.....	\$217,323.63
Additional Interest to Sale Date (to be added by Prothonotary).....	_____
Additional Late Charges to Date of Sale (to be added by Prothonotary) .....	_____
Costs (to be added by the Prothonotary).....	<u>130.00</u>
Total.....	\$ _____

TUCKER ARENSBERG, P.C.



Timothy A. Krieger, Esquire  
Attorneys for FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

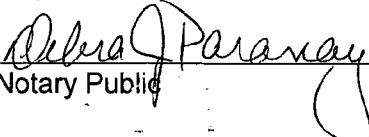
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Timothy A. Krieger, Esquire, being duly sworn according to law, hereby depose and say that the Defendant, Lithuanian Independent Club, Inc., is not a member of the military service of the United States of America to the best of my knowledge, information and belief.

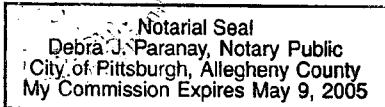
  
\_\_\_\_\_  
Timothy A. Krieger

Sworn to and subscribed before me

this 11th day of May, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

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Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT PURSUANT TO  
PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1**

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praecept for Writ of Execution was filed the following information concerning the real property located at 800 West Weber Avenue, First Ward, City of DuBois, Clearfield County and Commonwealth of Pennsylvania:

1. Name and address of the Owner(s) or Reputed Owner(s):

LITHUANIAN INDEPENDENT c/o Michael Urban, President  
CLUB, INC., 527 South Avenue  
DuBois, Pennsylvania 15801-1545

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

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, c/o Timothy A. Krieger, Esquire  
f/k/a DEPOSIT BANK Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

COMMONWEALTH OF PA Department 280948  
BUREAU OF COMPLIANCE Harrisburg, Pennsylvania

COMMONWEALTH OF PA P. O. Box 60130  
UNEMPLOYMENT COMP. FUND. Harrisburg, Pennsylvania 17106

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

FIRST COMMONWEALTH BANK, c/o Timothy A. Krieger, Esquire  
f/k/a DEPOSIT BANK Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

ALLEN MUTH	218 Wayne Road DuBois, Pennsylvania 15801-1143
DAVID RADZOVICH	R.D. 2 Reynoldsville, Pennsylvania 15851
JAMES NOWAK	516 South Avenue DuBois, Pennsylvania 15801-1546
ANTHONY RASAVAGE	R.R. 2, Box 228 DuBois, Pennsylvania 15801-9731
ANN WAYLONIS	216 South Avenue DuBois, Pennsylvania 15801-1540
KATHLEEN URBAN	903 W. Weber Avenue DuBois, Pennsylvania 15801-1651
JOHN C. AMILKAVICH, deceased, Trustee GERTRUDE J. AMILKAVICH ESTATE	c/o Jack Amick 1107 W. Long Avenue DuBois, Pennsylvania 15801-3985

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER	P. O. Box 289 Clearfield, Pennsylvania 16830
CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 1 North Second Street Clearfield, Pennsylvania 16830
CITY OF DUBOIS	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
DUBOIS AREA SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801

CLEARFIELD COUNTY

c/o Alexis Stets, Tax Collector  
P. O. Box 408  
DuBois, Pennsylvania 15801

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

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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

Dated: 5-11-04

By:

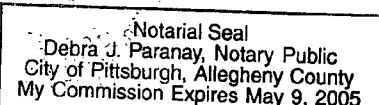
Timothy Krieger  
Timothy A. Krieger, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 11th day of May, 2004.

Debra J. Paranay  
Notary Public

My Commission Expires:

222650.1:BF/#11555-26422



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

**AFFIDAVIT OF ACT 6**

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

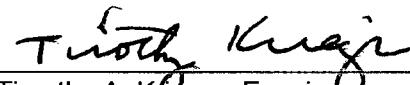
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

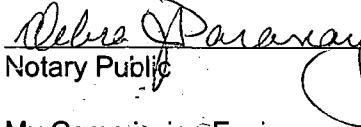
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA ) )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Timothy A. Krieger, Esquire, who being duly sworn, deposes and  
says:

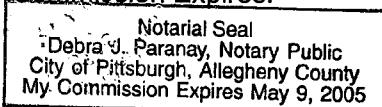
THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S.  
§403 (Act 6 of 1974), was not required because the Mortgage is not a "residential mortgage" as  
defined by Act 6.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

Sworn to and subscribed before me  
this 11th day of May, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

222650.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

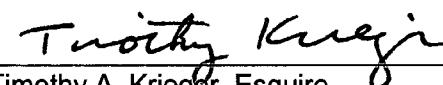
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

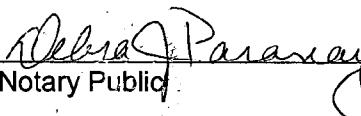
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Timothy A. Krieger, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was not required because the Premises is not a one or two-family owner occupied residence as required by Act 91.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

Sworn to and subscribed before me  
this 11th day of May, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:   
Debra J. Paranay, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2005

Member, Pennsylvania Association of Notaries

222650.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Timothy A. Krieger, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant is c/o Michael Urban, President, 527 South Avenue, DuBois, Pennsylvania 15801-1545.

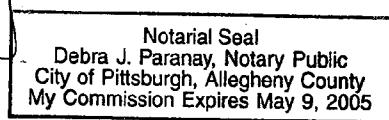
TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 11th day of May, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

222650.1:BF/#11555-116793

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

First Commonwealth Bank f/k/a  
Deposit Bank

**COPY**

Vs.

NO.: 2003-01859-CD

Lithuanian Independent Club, Inc.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from LITHUANIAN INDEPENDENT CLUB, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Descriptions
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:	<b>\$214,148.78</b>	PAID:	<b>\$132.00</b>
INTEREST from 4/28/04 through 5/31/04		SHERIFF: \$	
at \$48.043254 per diem:	<b>\$1,585.43</b>	LATE CHARGES: (5% of \$1,788.31/mo. pmt.	
PROTH. COSTS: \$		or \$89.42/mo. for month of May, 2004):	<b>\$89.42</b>
FORECLOSURE FEES:	<b>\$1,500.00</b>	OTHER COSTS: \$	
ATTY'S COMM: \$			
DATE: 05/17/2004			

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

Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Timothy A. Krieger, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 2003 - 1859 - CD
Plaintiff,	)	
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain lots or pieces of land lying, situated and being in the First Ward of the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows to-wit:

**The First Thereof:**

BEGINNING at Northwest corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, One Hundred Eighty (180) feet to Kirk Alley; thence North 27° 30' East, Ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, One Hundred Eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, Ninety (90) feet to Weber Avenue and the place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the City of DuBois dated September 3, 1959 and recorded September 29, 1959 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 478, page 189.

**The Second Thereof:**

BEGINNING at a post at lands formerly of O'Shaugnessy (Shaughnessy); thence along West Weber Avenue North Sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, One Hundred Eighty (180) feet to Clinton Alley; thence along Clinton Alley, Sixty (60) feet to a post; thence along line of lands formerly of O'Shaugnessy, One Hundred Eighty (180) feet to a post at West Weber Avenue and the place of beginning.

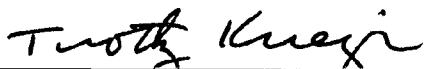
BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the Sacred Heart of Jesus Lithuanian Church of DuBois dated August 10, 1915 and recorded August 28, 1915 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 211, page 132.

The Third Thereof:

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and the place of beginning. containing 10,800 square feet, more or less.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of Helen G. Rhines and Harold L. Rhines, her husband, dated July 20, 1973 and recorded February 28, 1974 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 672, page 210.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-08-2239

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

222650.1:BF/#11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 2003 - 1859 - CD
Plaintiff,	)	
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

**SHORT LEGAL DESCRIPTION OF REAL ESTATE**

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF LITHUANIAN INDEPENDENT CLUB, INC., OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS OR PIECES OF LAND SITUATE IN THE FIRST WARD, CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 478, PAGE 189; DBV 211, PAGE 132; AND DBV 672, PAGE 210. CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-08-2239.

222650.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15771  
NO: 03-1859-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK  
VS.  
DEFENDANT: LITHUANIAN INDEPENDENT CLUB, INC.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT:

LEVY TAKEN 06/17/2004 @ 11:30 AM

POSTED @

SALE HELD 03/04/2005

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/12/2005

DATE DEED FILED **NOT SOLD**

sw  
**FILED**  
09/14/2005  
APR 12 2005

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

07/30/2004 @ SERVED MICHAEL URBAN, PRESIDENT

SERVED MICHAEL URBAN, DEFENDANT, BY REGULAR AND CERTIFIED MAIL CERT #70023150000078545450  
TO LITHUANIAN INDEPENDENT CLUB, INC. 527 SOUTH AVENUE, DUBOIS, CLEARFIELD COUNTY,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE  
LEVY.

@ SERVED

NOW, AUGUST 3, 2004 RECEIVED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE  
SHERIFF'S SALE SCHEDULED FOR AUGUST 6, 2004 TO NOVEMBER 5, 2004.

@ SERVED

NOW, NOVEMBER 2, 2004 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE  
SHERIFF SALE SCHEDULED FOR NOVEMBER 5, 2004 TO JANUARY 7, 2005.

@ SERVED

NOW, DECEMBER 28, 2004 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE  
JANUARY 7, 2005 SALE TO MARCH 4, 2005.

@ SERVED

NOW, FEBRUARY 23, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE  
SHERIFF SALE FOR MARCH 4, 2005. DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15771  
NO: 03-1859-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

VS.

DEFENDANT: LITHUANIAN INDEPENDENT CLUB, INC.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$297.80

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
In Compliance  
Chester A. Hawkins  
Sheriff

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

First Commonwealth Bank f/k/a  
Deposit Bank

Vs.

NO.: 2003-01859-CD

Lithuanian Independent Club, Inc.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from LITHUANIAN INDEPENDENT CLUB, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Descriptions
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:	<b>\$214,148.78</b>	PAID:	<b>\$132.00</b>
INTEREST from 4/28/04 through 5/31/04 at \$48.043254 per diem:	<b>\$1,585.43</b>	SHERIFF: \$	
PROTH. COSTS: \$		LATE CHARGES: (5% of \$1,788.31/mo. pmt. or \$89.42/mo. for month of May, 2004):	<b>\$89.42</b>
FORECLOSURE FEES:	<b>\$1,500.00</b>	OTHER COSTS: \$	
ATTY'S COMM: \$			
DATE: 05/17/2004			



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 17<sup>th</sup> day  
of May A.D. 2004  
At 3:40 A.M./P.M.

Chesler A. Hawkins  
Sheriff  
by Captain Butcher-Coughlin

Requesting Party: Timothy A. Krieger, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

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The First Thereof:

BEGINNING at Northwest corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, One Hundred Eighty (180) feet to Kirk Alley; thence North 27° 30' East, Ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, One Hundred Eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, Ninety (90) feet to Weber Avenue and the place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the City of DuBois dated September 3, 1959 and recorded September 29, 1959 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 478, page 189.

The Second Thereof:

BEGINNING at a post at lands formerly of O'Shaughnessy (Shaughnessy); thence along West Weber Avenue North Sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, One Hundred Eighty (180) feet to Clinton Alley; thence along Clinton Alley, Sixty (60) feet to a post; thence along line of lands formerly of O'Shaughnessy, One Hundred Eighty (180) feet to a post at West Weber Avenue and the place of beginning.

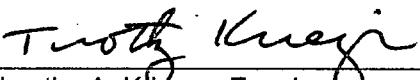
BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the Sacred Heart of Jesus Lithuanian Church of DuBois dated August 10, 1915 and recorded August 28, 1915 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 211, page 132.

The Third Thereof:

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and the place of beginning. containing 10,800 square feet, more or less.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of Helen G. Rhines and Harold L. Rhines, her husband, dated July 20, 1973 and recorded February 28, 1974 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 672, page 210.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-08-2239

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

222650.1:BF/#11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
)  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

**SHORT LEGAL DESCRIPTION OF REAL ESTATE**

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF LITHUANIAN INDEPENDENT CLUB, INC., OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS OR PIECES OF LAND SITUATE IN THE FIRST WARD, CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 478, PAGE 189; DBV 211, PAGE 132; AND DBV 672, PAGE 210. CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-08-2239.

222650.1:BF  
11555-116793

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHAEL URBAN, PRESIDENT

NO. 03-1859-CD

NOW, April 11, 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 March 04, 2005, I exposed the within described real estate of Lithuanian Independent Club, Inc. 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 SERVICE	15.00
MILEAGE	15.00
LEVY	14.25
MILEAGE	15.00
POSTING	14.25
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	10.80
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	20.00
ADD'L POSTING	15.00
ADD'L MILEAGE	28.50
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	10.00
MISCELLANEOUS	60.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$297.80</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	214,148.78
INTEREST @ 48.0400	14,892.40
FROM 04/28/2004 TO 03/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	89.42
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	1,500.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$230,650.60</b>
<b>COSTS:</b>	
ADVERTISING	440.88
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	297.80
LEGAL JOURNAL COSTS	234.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,384.68</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

**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)®

7854 5450  
3150 0000 7854  
7000 7000 7000

<b>OFFICIAL USE</b>	
Postage	\$ 10.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 14.65

0830  
01 Postmark  
Here

07/27/2004

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

7854 5450  
3150 0000 7854  
7000 7000 7000

<b>OFFICIAL USE</b>	
Postage	\$ 10.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 14.65

0830  
01 Postmark  
Here

07/27/2004

**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:  
Lithuanian Independent Club, Inc.

C/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801

2. Article Number  
(Transfer from service label)

7002

3150

0000

7854

5450

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Michael Urban*

Agent

Addressocco

C. Date of Delivery

7-30-04

Yes

No

D. Is delivery address different from item 1?  
If YES, enter delivery address below:



Timothy A. Krieger 412.594.5560  
krieger@tuckerlaw.com

August 3, 2004

VIA FACSIMILE  
(814) 765-5915

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Lithuanian Independent Club, Inc.  
No. 2003-1859; Sheriff Sale August 6, 2004

Dear Sheriff:

This office represents First Commonwealth Bank, the plaintiff in the above foreclosure action. As we discussed, we are requesting that the above captioned sale be continued until the November 5, 2004 sale date. Please announce this postponement at the time and place scheduled for the August 6, 2004 sale.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

*Debbie Paranay*

Debbie Paranay  
Paralegal

:djp  
Enclosures  
pc: Mr. Dennis A. Baldwin  
Timothy A. Krieger, Esquire

229191.1:BF  
11555-116793



Timothy A. Krieger 412.594.5560  
tkrieger@tuckerlaw.com

November 2, 2004

VIA FACSIMILE  
(814) 765-5915

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Lithuanian Independent Club, Inc.  
No. 2003-1859  
Sheriff Sale August 6, 2004; continued to November 5, 2004

Dear Sheriff:

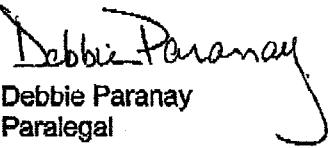
This office represents First Commonwealth Bank, the plaintiff in the above foreclosure action. As we discussed, we are requesting that the above captioned sale be continued until the January 7, 2005 sale date. Please announce this postponement at the time and place scheduled for the November 5, 2004 sale.

We are in the process of submitting to the Court our Motion for Continuance of Sheriff Sale Without Further Advertising or Notice Pursuant to Pa. R.C.P. 3129.3, and will forward a copy of the Order granting our Motion to you immediately upon our receipt of same. If our Motion should not be granted, we will promptly forward to you a request to stay the writ.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Debbie Paranay  
Paralegal

:djp  
Enclosures  
pc: Mr. Dennis A. Baldwin  
Timothy A. Krieger, Esquire

235433.1:BF  
11555-116793

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

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	No. 2003-1859-CD
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

ORDER OF COURT

AND NOW, this 16 day of November, 2004, the within Petition of First Commonwealth Bank, f/k/a Deposit Bank, is GRANTED. It is hereby Ordered that Plaintiff is allowed continuance of Sheriff Sale to the January 7, 2005 Clearfield County Sheriff Sale without further notice or advertisement.

It is FURTHER ORDERED that the Sheriff is directed to sell the aforementioned property on January 7, 2005, at 10:00 a.m. and to announce such postponement publicly at the sale held November 5, 2004.

/s/ Fredric J. Ammerman

J.

235879.1:BF  
11555-116793

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

NOV 15 2004

Attest.

*Clerk of Courts*  
Prothonotary/  
Clerk of Courts

December 22, 2004

**Via Federal Express**

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Lithuanian Independent Club, Inc.  
No. 2003-1859  
Sheriff Sale August 6, 2004, continued to November 5, 2004, continued to  
January 7, 2005

Dear Sheriff:

This office represents First Commonwealth Bank, the plaintiff in the above foreclosure action. We are requesting that the above captioned sale be continued until the March 4, 2005 sale date. Please announce this postponement at the time and place scheduled for the January 7, 2005 sale.

We are in the process of submitting to the Court our Motion for Continuance of Sheriff Sale Without Further Advertising or Notice Pursuant to Pa. R.C.P. 3129.3, and will forward a copy of the Order granting our Motion to you immediately upon our receipt of same. If our Motion should not be granted, we will promptly forward to you a request to stay the writ.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.



Angela M. Sheffler

pc: Mr. Dennis A. Baldwin  
Timothy A. Krieger, Esquire

BANK\_FIN:238649-1 011555-116793



Timothy A. Krieger 412.594.5560  
tkrieger@tuckerlaw.com

January 5, 2005

VIA FACSIMILE  
(814) 765-5915

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Lithuanian Independent Club, Inc.  
No. 2003-1859  
Sheriff Sale August 6, 2004  
Continued to November 5, 2004; Continued to January 7, 2005

Dear Sheriff:

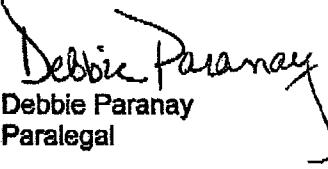
This office represents First Commonwealth Bank, the plaintiff in the above foreclosure action. Due to the continuing bankruptcy action of the Lithuanian Independent Club, we are requesting that the above captioned sale be continued until the March 4, 2005 sale date. Please announce this postponement at the time and place scheduled for the January 7, 2004 sale.

We have submitted to the Court our Motion for Continuance of Sheriff Sale Without Further Advertising or Notice Pursuant to Pa. R.C.P. 3129.3, and enclose a copy of the Order dated January 3, 2005 granting that Motion.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Debbie Paranay  
Paralegal

:djp  
Enclosures  
pc: Earle D. Lees, Jr., Esquire  
Mr. Dennis A. Baldwin  
Timothy A. Krieger, Esquire

239329.1:BF  
11555-116793



Timothy A. Krieger 412.594.5560  
tkrieger@tuckerlaw.com

February 23, 2005

VIA FACSIMILE  
(814) 765-5915

Office of the Sheriff  
Clearfield County  
Attention: Cindy  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank  
vs. Lithuanian Independent Club, Inc.  
No. 2003-1859  
Sheriff Sale August 6, 2004; Continued to November 5, 2004;  
Continued to January 7, 2005; Continued to March 4, 2005

Dear Sheriff:

This office represents First Commonwealth Bank, the plaintiff in the above foreclosure action. Due to the continuing bankruptcy action of the Lithuanian Independent Club, we are requesting that the writ in the above captioned action be stayed and the sale currently scheduled for March 4, 2005 be cancelled. Please announce this cancellation at the time and place scheduled for the March 4, 2004 sale.

First Commonwealth Bank has realized no monies  
in connection with the staying of this writ.

Thank you for your assistance in this matter. If you have any questions or need anything further from this office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

A handwritten signature in black ink, appearing to read "Debbie Paranay".  
Debbie Paranay  
Paralegal

:djp

Enclosures

pc: Earle D. Lees, Jr., Esquire  
Mr. Dennis A. Baldwin  
Thomas E. Reiber, Esquire  
Timothy A. Krieger, Esquire

242553.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AMENDED AFFIDAVIT  
PURSUANT TO PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

FILED

JUL 07 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**AMENDED AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1**

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 800 West Weber Avenue, First Ward, City of DuBois, Clearfield County and Commonwealth of Pennsylvania:

1. Name and address of the Owner(s) or Reputed Owner(s):

LITHUANIAN INDEPENDENT CLUB, INC., c/o Michael Urban, President  
527 South Avenue  
DuBois, Pennsylvania 15801-1545

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

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, c/o Timothy A. Krieger, Esquire  
f/k/a DEPOSIT BANK Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

COMMONWEALTH OF PA Department 280948  
BUREAU OF COMPLIANCE Harrisburg, Pennsylvania

COMMONWEALTH OF PA P. O. Box 60130  
UNEMPLOYMENT COMP. FUND. Harrisburg, Pennsylvania 17106

SWIFT, KENNEDY & CO. P. O. Box 1032  
Beaver Drive, Suite 994  
DuBois, Pennsylvania 15801

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

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK	c/o	Timothy A. Krieger, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
ALLEN MUTH		218 Wayne Road DuBois, Pennsylvania 15801-1143
DAVID RADZOVICH		R.D. 2 Reynoldsville, Pennsylvania 15851
JAMES NOWAK		516 South Avenue DuBois, Pennsylvania 15801-1546
ANTHONY RASAVAGE		R.R. 2, Box 228 DuBois, Pennsylvania 15801-9731
ANN WAYLONIS		216 South Avenue DuBois, Pennsylvania 15801-1540
KATHLEEN URBAN		903 W. Weber Avenue DuBois, Pennsylvania 15801-1651
JOHN C. AMILKAVICH, deceased, Trustee GERTRUDE J. AMILKAVICH ESTATE	c/o	Jack Amick 1107 W. Long Avenue DuBois, Pennsylvania 15801-3985

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER		P. O. Box 289 Clearfield, Pennsylvania 16830
CLEARFIELD COUNTY TAX CLAIM		Clearfield County Courthouse 1 North Second Street Clearfield, Pennsylvania 16830
CITY OF DUBOIS	c/o	Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
DUBOIS AREA SCHOOL DISTRICT	c/o	Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801

CLEARFIELD COUNTY

c/o      Alexis Stets, Tax Collector  
P. O. Box 408  
DuBois, Pennsylvania 15801

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

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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

Dated: 7/21/04

By:

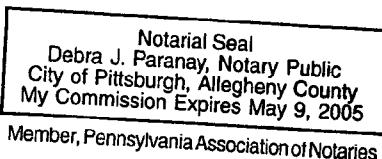
Timothy Krieger  
Timothy A. Krieger, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 2nd day of July, 2004.

Debra J. Paranay  
Notary Public

My Commission Expires:

227061.1:BF/#11555-116793



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO DEFENDANT AND LIEN  
CREDITORS PURSUANT TO PA. R.C.P.  
3129

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: AUGUST 6, 2004**

**FILED**

**JUL 16 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT CLUB, INC., )  
Defendant. )

**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANT AND LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant on the 29th day of July, 2004, and that the Notice of Sale was received by Defendant on the 12th day of July, 2004. A copy of the Certified Mail Receipt No. 7002 3150 0000 8710 4198 is attached hereto as Exhibit "A".

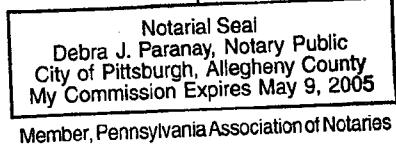
The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 29th day of June, 2004, and 2nd day of July, 2004, as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

Sworn to and subscribed before me  
this 14<sup>th</sup> day of July, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

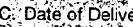
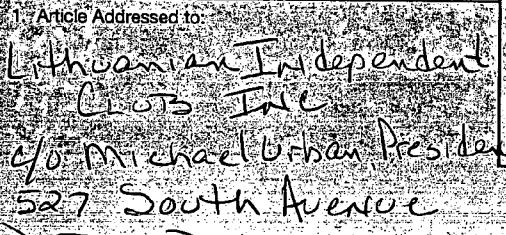
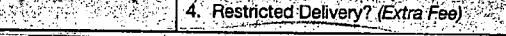
My Commission Expires:

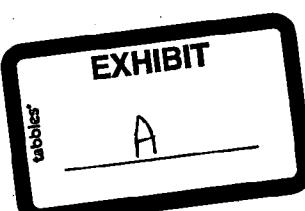


Member, Pennsylvania Association of Notaries

227664.1:BF/#11555-116793

<b>U.S. Postal Service™</b> <b>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>OFFICIAL USE</b>		
Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	
<b>Sent To</b> <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <input type="text" value="Lithuanian Indep. Ch. Boston, Inc."/> </div> <div style="flex: 1; text-align: right;"> <input type="text" value="Michael Urban, President"/> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="flex: 1;"> <input type="text" value="Street, Apt. No., or PO Box No."/> </div> <div style="flex: 1;"> <input type="text" value="90 Michael Urban, President"/> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="flex: 1;"> <input type="text" value="City, State, ZIP+4"/> </div> <div style="flex: 1;"> <input type="text" value="527 South Ave&lt;br/&gt;DUBLIN PA 15801-1545"/> </div> </div>		

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p><input type="checkbox"/> Agent      <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) </p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below <input type="checkbox"/> No  </p>	
<p>1. Article Addressed to:</p> <p>Lithuanian Independent Club Inc c/o Michael Urban President 527 South Avenue DuBois PA 15801-1545</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number: (Transfer from service label) </p>		<p>7002 3150 0000 8710 4198</p>	



Line Number	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Indicate Type of Mail:		Check Appropriate block for Regi Mail: With Postal Insurance Without Postal Insurance
					Registered	Return Receipt for Insured merchandise	
1		Clearfield County Treasurer Clearfield County Courthouse P. O. Box 289 Clearfield, PA 16830	.37	.30			
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830	.37	.30			
3		Commonwealth of Pennsylvania Bureau of Compliance Department 280948 Harrisburg, PA	.37	.30			
4		Commonwealth of Pennsylvania Unemployment Compensation Fund P. O. Box 60130 Harrisburg, PA 17106	.37	.30			
5		Mr. Allen Muth 218 Wayne Road DuBois, PA 15801-1143	.37	.30			
6		Mr. David Radzovich R.D. #2 Reynoldsville, PA 15851	.37	.30			
7		Mr. James Nowak 516 South Avenue DuBois, PA 15801-1546	.37	.30			
8		Mr. Anthony Rasavage R.R. 2, Box 228 DuBois, PA 15801-9731	.37	.30			
9		Ms. Ann Waylonis 216 South Avenue DuBois, PA 15801-1540	.37	.30			
10		Ms. Kathleen Urban 903 W. Weber Avenue DuBois, PA 15801-1651	.37	.30			
11		Mr. John Amilkovich, deceased Trustee: Gertrude J. Amilkovich Estate c/o Jack Amick 1107 W. Long Avenue DuBois, PA 15801-3985	.37	.30			

PS Form 3817, Mar. 1989 11555-116793 LHM

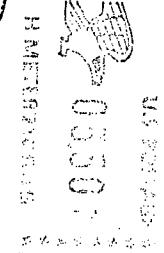
One place of ordinary mail addressed to:

REDACTED  
PA 15801-1032  
Sue and Linda & Co.  
PO Box 1032  
REDACTED

TUCKER ARENSBERG, P.C.  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

Received From:

U.S. POSTAL SERVICE CERTIFICATE OF MAILING  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222  
PROVIDE FOR INSURANCE-POLYMASTER  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT



EXHIBIT

B

222925.1:BF  
11555-116793

FC-Lithuanian Club  
#11555-116793  
Pittsburgh, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

VERIFICATION OF SERVICE OF  
AMENDED NOTICE OF SALE TO  
DEFENDANT AND LIEN CREDITORS  
PURSUANT TO PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: AUGUST 6, 2004;**  
**continued to NOVEMBER 5, 2004**

FILED *NO CC*  
*11/07/04*  
SEP 03 2004

William A. Shaw  
Prothonotary/Clerk of Courts

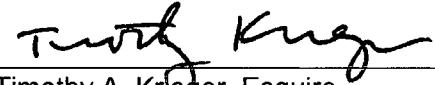
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT CLUB, INC., )  
Defendant. )

**VERIFICATION OF SERVICE OF AMENDED NOTICE OF SALE  
TO DEFENDANT AND LIEN CREDITORS**

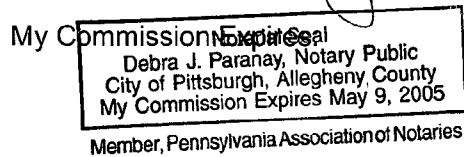
The undersigned does hereby certify that the undersigned personally mailed a copy of the Amended Notice of Sale in the above captioned matter by Certified Mail to the Defendant on the 20th day of August, 2004, and that the Amended Notice of Sale was received by Defendant on the 25th day of August, 2004. A copy of the Certified Mail Receipt No. 7004 0750 0003 2286 0705 is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Amended Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 20th day of August, 2004, as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

Sworn to and subscribed before me  
this 31<sup>st</sup> day of August, 2004.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public



Member, Pennsylvania Association of Notaries

231049.1:BF/#11555-116793



**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:

Lithuanian Independent Club Inc  
c/o Michael Urban, President  
527 South Avenue  
DUBOIS PA 15801-1545

2. Article Number

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Michael Urban*  Agent  Addressee

B. Received by (Printed Name)

*Michael Urban* 8-25-04  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

PS Form 3811, August 2001

7004 0750 0003 2286 0705

Domestic Return Receipt

102595-02-M-1035

EXHIBIT

tabbed

A

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Re
			Registered	Return Receipt	Insured	
1		Clearfield County Treasurer Clearfield County Courthouse P. O. Box 289 Clearfield, PA 16830	.37	.30		COD Certified
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830	.37	.30		Intl Recorded
3		City of DuBois c/o Alexis Stets, Tax Collector P. O. Box 408 Clearfield, PA 15801	.37	.30		Express Mail
4		DuBois Area School District c/o Alexis Stets, Tax Collector P. O. Box 408 Clearfield, PA 15801	.37	.30		
5		Clearfield County c/o Alexis Stets, Tax Collector P. O. Box 408 Clearfield, PA 15801	.37	.30		
6		Commonwealth of Pennsylvania Bureau of Compliance Department 280948 Harrisburg, PA	.37	.30		
7		Commonwealth of Pennsylvania Unemployment Compensation Fund P. O. Box 60130 Harrisburg, PA 17106	.37	.30		
8		Mr. Allen Muth 218 Wayne Road DuBois, PA 15801-1143	.37	.30		
9		Mr. David Radzovich R.D. #2 Reynoldsburg, PA 15851	.37	.30		
10		Mr. James Nowak 516 South Avenue DuBois, PA 15801-1546	.37	.30		
11		Mr. Anthony Rasaavage R.R. 2, Box 228 DuBois, PA 15801-9731	.37	.30		
12		Ms. Ann Waylonis 216 South Avenue DuBois, PA 15801-1540	.37	.30		

EXHIBIT

Sample

FC-LH Club  
#11555-116793  
1/20/2014

Name and Address of Sender	Indicate Type of Mail:					Check Appropriate block for Registered Mail:				Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
	Registered	Return Receipt	Insured	for merchandise	COD	Certified	Int'l Recorded	Express Mail	With Postal Insurance	Without Postal Insurance	Postmark and Date of Receipt		
Line Article Number	Name of Addressee, Street, and Post Office Address		Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee	
13	Ms. Kathleen Urban 903 W. Weber Avenue DuBois, PA 15801-1651		.37	.30									
14	Mr. John Amilkaovich, deceased Trustee, Gertrude J. Amilkaovich Estate c/o Jack Amick 1107 W. Long Avenue DuBois, PA 15801-3985		.37	.30									
15	Swift Kennedy & Co. P.O. Box 1032 Beaver Drive, Suite 994 DuBois, PA 15801		.37	.30									

222925.1.BF/#11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 2003-1859-CD

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

MOTION FOR CONTINUANCE OF  
SHERIFF SALE WITHOUT FURTHER  
NOTICE OR ADVERTISING PURSUANT  
TO PA R.C.P. 3129.3

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. #65250  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

FILED

11/59 AM NOCC

NOV 12 2004

William A. Clev  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	No. 2003-1859-CD
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the within Motion was served on Defendant, Lithuanian Independent Club, Inc., on the 10th day of November, 2004, by first class, postage prepaid, U.S. Mail, as follows:

Lithuanian Independent Club, Inc.  
c/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801-1545

Earle D. Lees, Jr., Esquire  
P. O. Box 685  
109 North Brady Street  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

*Timothy A. Krieger*  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Brett A. Solomon, Esquire  
Counsel for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003-1859-CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**MOTION FOR CONTINUANCE OF SHERIFF SALE  
WITHOUT FURTHER NOTICE OR ADVERTISING PURSUANT  
TO PA R.C.P. 3129.3**

AND NOW, comes the Plaintiff, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for an Order allowing continuance of the Sheriff sale without further notice or advertising pursuant to Rule 3129.3 of the Pennsylvania Rules of Civil Procedure and in support of said Motion avers as follows:

1. On or about December 19, 2003, Plaintiff filed an action in mortgage foreclosure at the above docket number against real estate situate at 800 West Water Avenue, DuBois, Clearfield County, Pennsylvania, said real estate being the Defendant's real property (the "Property").
2. Default judgment was entered in this action against Defendant on April 28, 2004.
3. A Writ of Execution was issued at said docket number on May 17, 2004.

4. The Property was scheduled for Clearfield County Sheriff's Sale on August 6, 2004 at 10:00 a.m.

5. On or about July 26, 2004, the Clearfield County Sheriff's Office informed Plaintiff that they had been unable to achieve personal service of the Writ and Notice of Sale on Defendant and that the August 6, 2004 Sheriff Sale would have to be postponed.

6. In response to the request by the Sheriff's Office to postpone the August 6, 2004 Sheriff Sale, Plaintiff informed the Sheriff that Plaintiff had, in fact, achieved personal service on Defendant by certified mail in compliance with 3129.2(c)(1)(B) of the Pennsylvania Rules of Court, which service was verified by Plaintiff's Verification of Service of Notice of Sheriff's Sale on Defendant and Lienholders filed with the Prothonotary of Clearfield County on July 16, 2004, and further requesting that the Sheriff Sale scheduled for August 6, 2004 proceed as scheduled.

7. On or about August 3, 2004, the Clearfield County Sheriff's Office advised Plaintiff that it had been unable to complete posting the Property due to the fact that the Property consists of three parcels, and the Sheriff's Office lacked sufficient information to determine the location of all three parcels.

8. Pursuant to PA R.C.P. 3129.3, Plaintiff requested a postponement of the Sheriff Sale to November 5, 2004, as allowed by the rule. This postponement was announced by the Sheriff at the publicly held sale on August 6, 2004.

9. The Clearfield County Sheriff Sale was currently scheduled for November 5, 2004.

10. On or about November 2, 2004, Defendant filed a voluntary petition under Chapter 7 of the U.S. Bankruptcy Code ("Bankruptcy"), prohibiting Plaintiff from proceeding with the Sheriff's Sale scheduled for November 5, 2004.

11. Plaintiff would be unnecessarily prejudiced if required to stay the Writ and reissue a new writ for the purposes of new notice and advertising as Plaintiff would again incur new costs in excess of \$2,500.00 along with continuing to carry the amount of principal and interest owed by the Defendant on the Note and Mortgage being foreclosed.

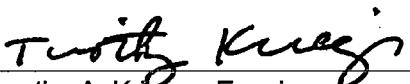
12. PA R.C.P. 3129.3(b) allows for a special order of court dispensing with new notice at the discretion of the court.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order allowing Plaintiff a further postponement to the January 7, 2005 sale date pursuant to PA R.C.P. 3129.3(b); and further, directing the Sheriff to sell the real property on January 7, 2005, without further notice and to announce such postponement at the November 5, 2004 sale.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Brett A. Solomon, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

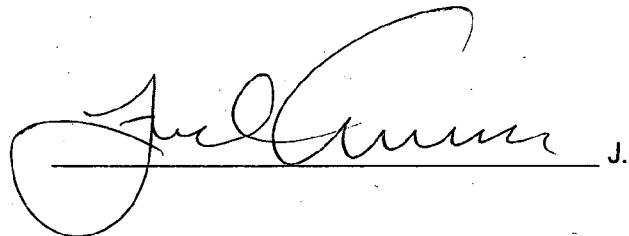
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003-1859-CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**ORDER OF COURT**

AND NOW, this 15 day of November, 2004, the within Petition of First Commonwealth Bank, f/k/a Deposit Bank, is GRANTED. It is hereby Ordered that Plaintiff is allowed continuance of Sheriff Sale to the January 7, 2005 Clearfield County Sheriff Sale without further notice or advertisement.

It is FURTHER ORDERED that the Sheriff is directed to sell the aforementioned property on January 7, 2005, at 10:00 a.m. and to announce such postponement publicly at the sale held November 5, 2004.



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**FILED**  
09/00 10:10 AM Oct 10 2004  
NOV 15 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 2003-1859-CD

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

MOTION FOR CONTINUANCE OF  
SHERIFF SALE WITHOUT FURTHER  
NOTICE OR ADVERTISING PURSUANT  
TO PA R.C.P. 3129.3

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

200  
FILED  
M 11.01.01  
DEC 27 2004  
Atty Krieger



William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	No. 2003-1859-CD
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the within Motion was served on Defendant, Lithuanian Independent Club, Inc., on the 22nd day of December, 2004, by first class, postage prepaid, U.S. Mail, as follows:

Lithuanian Independent Club, Inc.  
c/o Michael Urban, President  
527 South Avenue  
DuBois, PA 15801-1545

Earle D. Lees, Jr., Esquire  
P. O. Box 685  
109 North Brady Street  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Brett A. Solomon, Esquire  
Angela M. Sheffler, Esquire  
Counsel for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
 )  
 Plaintiff, ) No. 2003-1859-CD  
 )  
 )  
 vs. )  
 )  
 )  
 LITHUANIAN INDEPENDENT )  
 CLUB, INC., )  
 )  
 )  
 Defendant. )

**MOTION FOR CONTINUANCE OF SHERIFF SALE  
WITHOUT FURTHER NOTICE OR ADVERTISING PURSUANT  
TO PA R.C.P. 3129.3**

AND NOW, comes the Plaintiff, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for an Order allowing continuance of the Sheriff sale without further notice or advertising pursuant to Rule 3129.3 of the Pennsylvania Rules of Civil Procedure and in support of said Motion avers as follows:

1. On or about December 19, 2003, Plaintiff filed an action in mortgage foreclosure at the above docket number against real estate situate at 800 West Water Avenue, DuBois, Clearfield County, Pennsylvania, said real estate being the Defendant's real property (the "Property").
2. Default judgment was entered in this action against Defendant on April 28, 2004.
3. A Writ of Execution was issued at said docket number on May 17, 2004.
4. The Property was scheduled for Clearfield County Sheriff's Sale on August 6, 2004 at 10:00 a.m.

5. On or about July 26, 2004, the Clearfield County Sheriff's Office informed Plaintiff that they had been unable to achieve personal service of the Writ and Notice of Sale on Defendant and that the August 6, 2004 Sheriff Sale would have to be postponed.

6. In response to the request by the Sheriff's Office to postpone the August 6, 2004 Sheriff Sale, Plaintiff informed the Sheriff that Plaintiff had, in fact, achieved personal service on Defendant by certified mail in compliance with 3129.2(c)(1)(B) of the Pennsylvania Rules of Court, which service was verified by Plaintiff's Verification of Service of Notice of Sheriff's Sale on Defendant and Lienholders filed with the Prothonotary of Clearfield County on July 16, 2004, and further requesting that the Sheriff Sale scheduled for August 6, 2004 proceed as scheduled.

7. On or about August 3, 2004, the Clearfield County Sheriff's Office advised Plaintiff that it had been unable to complete posting the Property due to the fact that the Property consists of three parcels, and the Sheriff's Office lacked sufficient information to determine the location of all three parcels.

8. Pursuant to PA R.C.P. 3129.3, Plaintiff requested a postponement of the Sheriff Sale to November 5, 2004, as allowed by the rule. This postponement was announced by the Sheriff at the publicly held sale on August 6, 2004.

9. The Clearfield County Sheriff Sale was currently scheduled for November 5, 2004.

10. On or about November 2, 2004, Defendant filed a voluntary petition under Chapter 7 of the U.S. Bankruptcy Code ("Bankruptcy"), prohibiting Plaintiff from proceeding with the Sheriff's Sale scheduled for November 5, 2004.

11. The Plaintiff filed a Motion to continue the Sheriff's Sale from November 5, 2004 to January 7, 2005.

12. On November 15, 2004, the Order was signed granting the continuance to January 7, 2005.

13. The Defendant is still under the protection of the bankruptcy filing and the first meeting in the bankruptcy case is scheduled for January 7, 2005 prohibiting Plaintiff from proceeding with the Sheriff's Sale scheduled for January 7, 2005.

14. Plaintiff would be unnecessarily prejudiced if required to stay the Writ and reissue a new writ for the purposes of new notice and advertising as Plaintiff would again incur new costs in excess of \$2,500.00 along with continuing to carry the amount of principal and interest owed by the Defendant on the Note and Mortgage being foreclosed.

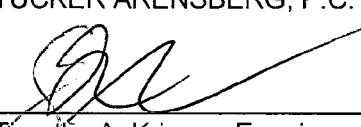
15. PA R.C.P. 3129.3(b) allows for a special order of court dispensing with new notice at the discretion of the court.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order allowing Plaintiff a further postponement to the March 4, 2005 sale date pursuant to PA R.C.P. 3129.3(b); and further, directing the Sheriff to sell the real property on March 4, 2005, without further notice and to announce such postponement at the January 7, 2005 sale.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela M. Sheffler, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

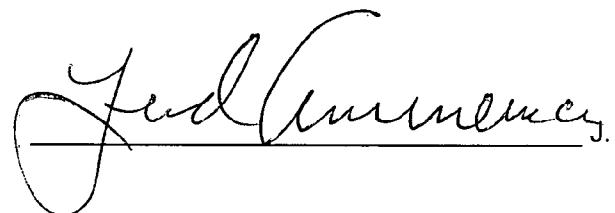
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
)  
Plaintiff, ) No. 2003-1859-CD  
)  
vs. )  
)  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
)  
Defendant. )

ORDER OF COURT

AND NOW, this 3 day of January, <sup>2005</sup> 2004, the within Petition of First Commonwealth Bank, f/k/a Deposit Bank, is GRANTED. It is hereby Ordered that Plaintiff is allowed continuance of Sheriff Sale to the March 4, 2005 Clearfield County Sheriff Sale without further notice or advertisement.

It is FURTHER ORDERED that the Sheriff is directed to sell the aforementioned property on March 4, 2005, at 10:00 a.m. and to announce such postponement publicly at the sale held January 7, 2005.



FILED

JAN 03 2005  
612 0/4/00/1  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CENTS TO MAIL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

PRAECIPE TO AMEND AND  
REISSUE WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

800 West Weber Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-1-08-2239

FILED Atty pd. 7-00  
M 11/13/06 1ccslawwitz  
AUG 31 2006 w) prop. descr.  
William A. Shaw to Shiff  
Prothonotary/Clerk of Courts (6x)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

Kindly amend and reissue the Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount.....	\$214,148.78
Interest from 04/28/04 through 08/31/06 at \$48.043254 per diem .....	41,076.98
Late Charges (5% of \$1,788.31/mo. pmt. or \$89.42/mo. for months of May, 2004 through August, 2006.....	2,503.76
Forced placed insurance .....	14,820.00
Costs to winterize property.....	950.00
Foreclosure Fees .....	<u>11,000.00</u>
Sub-total.....	\$284,499.52
Additional Interest to Sale Date (to be added by Prothonotary).....	_____
Additional Late Charges to Date of Sale (to be added by Prothonotary) .....	_____
Costs (to be added by the Prothonotary).....	<u>139.00</u>
Total.....	\$ _____

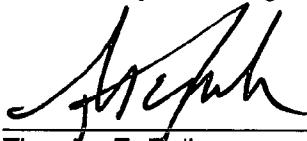
TUCKER ARENSBERG, P.C.

  
Thomas E. Reiber, Esquire  
Angela S. Abreu, Esquire  
Attorneys for FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

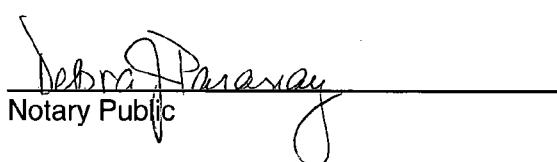
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Thomas E. Reiber, Esquire, being duly sworn according to law, hereby depose and say that the Defendant, Lithuanian Independent Club, Inc., is not a member of the military service of the United States of America to the best of my knowledge, information and belief.

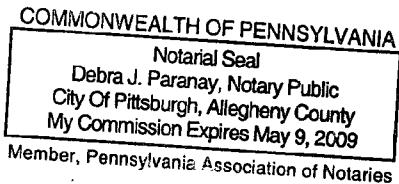
  
\_\_\_\_\_  
Thomas E. Reiber

Sworn to and subscribed before me

this 29th day of August, 2006.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT PURSUANT TO  
PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

**AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1**

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 800 West Weber Avenue, First Ward, City of DuBois, Clearfield County and Commonwealth of Pennsylvania:

1. Name and address of the Owner(s) or Reputed Owner(s):

LITHUANIAN INDEPENDENT c/o Michael Urban, President  
CLUB, INC., 527 South Avenue  
DuBois, Pennsylvania 15801-1545

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

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, c/o	Thomas E. Reiber, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
f/k/a DEPOSIT BANK	
COMMONWEALTH OF PA BUREAU OF COMPLIANCE	Department 280948 Harrisburg, Pennsylvania
COMMONWEALTH OF PA UNEMPLOYMENT COMP. FUND.	P. O. Box 60130 Harrisburg, Pennsylvania 17106
COMMONWEALTH OF PA BUREAU OF INDIVIDUAL TAXES	Department 280431 Harrisburg, Pennsylvania 17128-0431
SWIFT, KENNEDY & CO.	P. O. Box 1032 Beaver Drive, Suite 994 DuBois, Pennsylvania 15801

INTERNAL REVENUE SERVICE c/o District Director  
Attn: Chief, Special Procedures Staff  
1000 Liberty Avenue  
Pittsburgh, Pennsylvania 15222

AND c/o U.S. Attorney's Office  
U.S. Post Office and Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, Pennsylvania 15219

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

ALLEN MUTH 218 Wayne Road  
DuBois, Pennsylvania 15801-1143

JAMES NOWAK 516 South Avenue  
DuBois, Pennsylvania 15801-1546

ANTHONY RASAVAGE 428 Sabula Outing Club road  
DuBois, Pennsylvania 15801

ANN WAYLONIS 216 South Avenue  
DuBois, Pennsylvania 15801-1540

KATHLEEN URBAN 903 W. Weber Avenue  
DuBois, Pennsylvania 15801-1651

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

UNKNOWN

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

**CLEARFIELD COUNTY TREASURER** P. O. Box 289  
Clearfield, Pennsylvania 16830

CITY OF DUBOIS	c/o	Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
DUBOIS AREA SCHOOL DISTRICT	c/o	Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
CLEARFIELD COUNTY	c/o	Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
CENTRAL TAX BUREAU		482 Jeffers Street DuBois, Pennsylvania 15801-2438
CITY OF DUBOIS		Bureau of Water P. O. Box 408 DuBois, Pennsylvania 15801-0408

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

BUREAU OF ALCOHOL AND TOBACCO	P. O. Box 371962 Pittsburgh, Pennsylvania 15250-7692
CHAMBER OF COMMERCE	3 S. Brady Street DuBois, Pennsylvania 15801-2133
CHOICE ONE COMMUNICATIONS	P. O. Box 1927 Albany, New York 12201-1927
DUBOIS NURSING HOME	212 S. 8 <sup>th</sup> Street DuBois, Pennsylvania 15901-2811
DUSAN AMBULANCE	P. O. Box 53 DuBois, Pennsylvania 15801-0053
PARIS UNIFORM RENTAL	67 Hoover Avenue P. O. Box 1043 DuBois, Pennsylvania 15801-1043
A & P GAMING CO.	378 S. 2 <sup>nd</sup> Avenue Clarion, Pennsylvania 16214-1426
A. FERRARO & CO.	31 Pickering Street Brookville, Pennsylvania 15825-1223
ADELPHIA CABLE	219 N. Findley Street Punxsutawney, Pennsylvania 15767-2020
BATCHO OFFICE SYSTEMS	110 E. Market Street Clearfield, Pennsylvania 16830-2444

C. A. CURTZ CO.	P. O. Box 797 Erie, Pennsylvania 16512-0797
COURIER EXPRESS	500 Jeffers Street DuBois, Pennsylvania 15801-2430
DELUX BUSINESS FORMS	P. O. Box 742572 Cincinnati, Ohio 45274-2572
DENNY MARTELLE, CPA	P. O. Box 368 DuBois, Pennsylvania 15801-0368
DONALD HANSON	135 Robinson Street DuBois, Pennsylvania 15801
DUBOIS RESTAURANT SUPPLY	307 W. Weber Avenue DuBois, Pennsylvania 15801-1861
DYNAMIC SECURITY CENTERS	831 Pleasant Street Reynoldsville, Pennsylvania 15851-1511
EDDIE SIKORA	665 W. Long Avenue DuBois, Pennsylvania 15801-1730
FRATERNAL & SOCIAL CLUBS ORG.	P. O. Box 1494 Reading, Pennsylvania 19603-1494
GEORGE J URBAN	1125 South Main Street DuBois, Pennsylvania 15801
J. A. KOHLHEPP SONS, INC.	P. O. Box 423 DuBois, Pennsylvania 15801-0423
MICHAEL LYONS	South Avenue DuBois, Pennsylvania 15801
MICHAEL MICKNIS	316 South Avenue DuBois, Pennsylvania 15801
MICHAEL URBAN	527 South Avenue DuBois, Pennsylvania 15801
NATIONAL FUEL - 210	P. O. Box 4103 Buffalo, New York 14264-0001
ONYX	P. O. Box O Route 219 N Brockway, Pennsylvania 15824
PENELEC	P. O. Box 15152 Reading, Pennsylvania 19612-5152

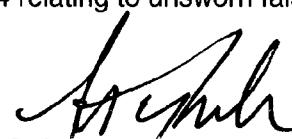
PENN NATIONAL	P. O. Box 2257 Harrisburg, Pennsylvania 17105-2257
PREMIER GRAPHICS	309 W. Long Avenue DuBois, Pennsylvania 15801-1885
PROTECTION ONE	P. O. Box 79016 Phoenix, Arizona 85062-9016
S & T BANK	614 Liberty Boulevard DuBois, Pennsylvania 15901-2412
SIMONS FIRE & SAFETY	P. O. Box 190 Kersey, Pennsylvania 15846-0190
SPECIALTY STEAK SERVICE	C. A. Curtze P. O. Box 797 Erie, Pennsylvania 16512-0797
SYSTEM REFRIGERATION CO.	251 Sandy Street DuBois, Pennsylvania 15801-1877
TERMINIX	514 E. Pleasant Valley Boulevard Altoona, Pennsylvania 16602-5574
TRI-COUNTY ELECTRIC	990 Beaver Drive DuBois, Pennsylvania 15801-2514
YELLOW PAGE.NET	4840 E. Jasmine Street, Suite 105 Mesa, Arizona 85205

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

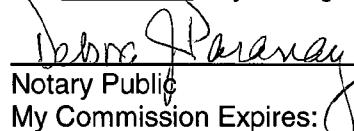
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: Aug. 29, 2006

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 29th day of August, 2006.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 9, 2009

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	
Member, Pennsylvania Association of Notaries	

275450.1:BF/#11555-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT OF ACT 6

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

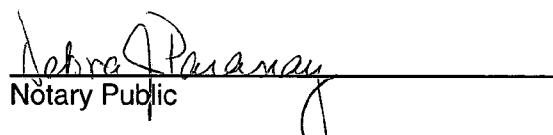
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

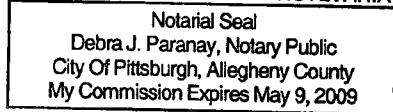
THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was not required because the Mortgage is not a "residential mortgage" as defined by Act 6.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 29th day of August, 2006.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:  
COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

275450.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

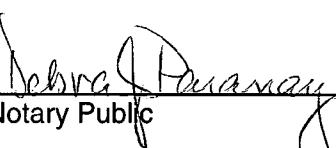
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

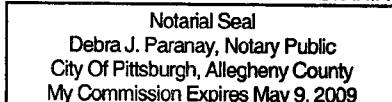
THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was not required because the Premises is not a one or two-family owner occupied residence as required by Act 91.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 28th day of August, 2006.

  
\_\_\_\_\_  
Debra J. Parany  
Notary Public

My Commission Expires:  
COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

275450.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

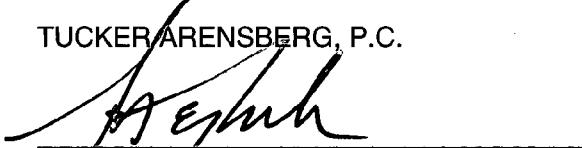
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says as follows:

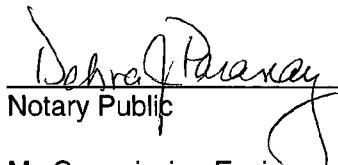
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant is c/o Michael Urban, President, 527 South Avenue, DuBois, Pennsylvania 15801-1545.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 29th day of August, 2006.

  
Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	

Member, Pennsylvania Association of Notaries

275450.1:BF/#11555-116793

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

First Commonwealth Bank, f/k/a Deposit Bank

Vs.

NO.: 2003-01859-CD

Lithuanian Independent Club, Inc.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from LITHUANIAN INDEPENDENT CLUB, INC., Defendant(s):

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

See Attached Descriptions

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

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

JUDGMENT AMOUNT:.....\$214,148.78  
INTEREST from 04/28/04 through  
08/31/06 at \$48.043254 per diem:.....\$41,076.98  
FORCED PLACE INSURANCE:.....\$14,820.00  
COSTS TO WINTERIZE PROPERTY:.....\$950.00  
ATTY'S COMM: \$  
DATE: 08/31/2006

PROTHONOTARY'S COSTS PAID:.....\$139.00  
SHERIFF: \$  
LATE CHARGES (5% of \$1,788.31/mo. pmt.  
or \$89.42/mo. for months of May, 2004-  
August, 2006:.....\$2,503.76  
OTHER COSTS: \$  
FORECLOSURE FEES:.....\$11,000.00



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

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

\_\_\_\_\_  
Sheriff

Requesting Party: Thomas E. Reiber, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendant. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain lots or pieces of land lying, situated and being in the First Ward of the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows to-wit:

The First Thereof:

BEGINNING at Northwest corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, One Hundred Eighty (180) feet to Kirk Alley; thence North 27° 30' East, Ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, One Hundred Eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, Ninety (90) feet to Weber Avenue and the place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the City of DuBois dated September 3, 1959 and recorded September 29, 1959 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 478, page 189.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2239

The Second Thereof:

BEGINNING at a post at lands formerly of O'Shaugnessy (Shaughnessy); thence along West Weber Avenue North Sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, One Hundred Eighty (180) feet to Clinton Alley; thence along Clinton Alley, Sixty (60) feet to a post; thence along line of lands formerly of O'Shaugnessy, One Hundred Eighty (180) feet to a post at West Weber Avenue and the place of beginning.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the Sacred Heart of Jesus Lithuanian Church of DuBois dated August 10, 1915 and recorded August 28, 1915 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 211, page 132.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2244

The Third Thereof:

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and the place of beginning. containing 10,800 square feet, more or less.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of Helen G. Rhines and Harold L. Rhines, her husband, dated July 20, 1973 and recorded February 28, 1974 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 672, page 210.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2246



---

Thomas E. Reiber, Esquire

275450.1:BF/#11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 2003 - 1859 - CD
Plaintiff,	)	
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

**SHORT LEGAL DESCRIPTION OF REAL ESTATE**

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF LITHUANIAN INDEPENDENT CLUB, INC., OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS OR PIECES OF LAND SITUATE IN THE FIRST WARD, CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 478, PAGE 189; DBV 211, PAGE 132; AND DBV 672, PAGE 210. CLEARFIELD COUNTY TAX PARCEL I.D. NOS. 7-1-08-2239, 7-1-8-2244 and 7-1-8-2246.

275450.1:BF  
11555-116793

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK

Sheriff Docket # 14959

VS.

03-1859-CD

LITHUANIAN INDEPENDENT CLUB, INC.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW JANUARY 16, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE  
WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LITHUANIAN  
INDEPENDENT CLUB INC., DEFENDANT. BUSINESS HAS BEEN CLOSED FOR SOME TIME.

---

**Return Costs**

Cost	Description
27.68	SHERIFF HAWKINS PAID BY: ATTY CK# 254400
10.00	SURCHARGE PAID BY: ATTY CK# 254399

---

Sworn to Before Me This

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

William A. Shaw

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

So Answers,

Chester Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

**FILED**  
01314081  
JAN 16 2004 *ES*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT  
CLUB, INC.,

Defendant.

CIVIL DIVISION

Case No. 03-1859-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

I hereby verify that the property to be  
foreclosed upon is:

800 West Weber Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-1-08-2239

Timothy Krieger

Timothy A. Krieger, Esquire  
Christopher J. Richardson, Esquire  
Attorneys for Plaintiff

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

DEC 19 2003

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendants. )

**IMPORTANT NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
LITHUANIAN INDEPENDENT )  
CLUB, INC., )  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendant, Lithuanian Independent Club, Inc.("Borrower"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an address of 800 West Weber Avenue, DuBois, Pennsylvania 15801.

3. On or about September 4, 2002, Borrower executed and delivered a Promissory Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$200,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated September 4, 2002 ("Mortgage") given by Borrower to the Bank, granting the Bank a security

interest in certain real property located in the First Ward, City of DuBois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Instrument Number 200214087. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrower is in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrower on the Note and Mortgage was on July 8, 2003, resulting in Borrower remaining due and owing on the Note and Mortgage for July 15, 2003, plus all subsequent payments to date.

6. The Defendant is the real and record owner of the Premises.

7. There has been no assignment, release or transfer of the Note or Mortgage.

8. Notices pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -- Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) were not required because the Mortgage is not a "residential mortgage" as defined by Act 6, and the Premises is not a one or two-family owner-occupied residence, as required by Act 91.

9. The amount due Bank under the Note and Mortgage as of November 12, 2003 is as follows:

Principal.....	\$197,663.72
Interest through November 12, 2003.....	7,258.08
(per diem \$48.043254)	
Late Fees .....	715.28
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$205,637.08

10. The total amount now due to the Bank under the Note and Mortgage as of November 12, 2003 was Two Hundred Five Thousand Six Hundred Thirty-Seven and 08/100 Dollars (\$205,637.08), plus interest accruing from November 12, 2003 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Five Thousand Six Hundred Thirty-Seven and 08/100 Dollars (\$205,637.08), plus continuing interest at the contract rate from November 12, 2003, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

Timothy Krieger

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank  
f/k/a Deposit Bank, Plaintiff

212162.1:BF  
11555-116793

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	09-04-2002	09-15-2022	89001		9250623170	LJK	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing \*\*\* has been omitted due to text length limitations.

**Borrower:** LITHUANIAN INDEPENDENT CLUB, INC (TIN: 25-0623170)  
800 W WEBER AVE  
DUBOIS, PA 15801

**Lender:** Deposit Bank, a division of First Commonwealth Bank  
DuBois Office  
2 East Long Avenue  
PO Box 607A  
Dubois, PA 15801  
(814) 371-2345

**Principal Amount:** \$200,000.00

**Date of Note:** September 4, 2002

**PROMISE TO PAY.** LITHUANIAN INDEPENDENT CLUB, INC ("Borrower") promises to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), together with interest on the unpaid principal balance from September 4, 2002, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 240 payments of \$1,788.31 each payment. Borrower's first payment is due October 15, 2002, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 15, 2022, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 5 Year FHLB rate as published by the Pittsburgh Federal Home Loan Bank on the last business day of the week preceding the "rate change event" (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 5 years (the "rate change event"). Borrower understands that Lender may make loans based on other rates as well. Initially, the interest rate to be applied to the unpaid principal balance of the Note is (Note Rate). After the first rate change event, the interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 3.400 percentage points over the Index. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 8.000% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this Promissory Note prior to twelve (12) months to the Maturity Date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one percent (1%) of the principal amount outstanding at the time of Prepayment. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Deposit Bank, a division of First Commonwealth Bank; DuBois Office; 2 East Long Avenue; PO Box 607A; Dubois, PA 15801.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 8.400 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Change In Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudicate reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**EXHIBIT**

PROMISSORY NOTE  
(Continued)

Loan No: 89001

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**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by MORTGAGE OF EVEN DATE HEREWITHE ON REAL ESTATE DESCRIBED IN CLEARFIELD COUNTY DEED BOOK VOLUME 478, PAGE 189; DEED BOOK VOLUME 672, PAGE 210; DEED BOOK VOLUME 211, PAGE 132; AND DEED BOOK VOLUME 921, PAGE 524. SECURITY INTEREST IN ALL INVENTORY, EQUIPMENT, FURNITURE, FIXTURES AND ACCOUNTS RECEIVABLE NOW OWNED AND HEREAFTER ACQUIRED AND THE PRODUCTS AND PROCEEDS THEREOF.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**NOTE RATE;** The initial rate to be applied to the principal balance of the note (the "Note Rate") will be 8.75%.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

LITHUANIAN INDEPENDENT CLUB, INC

By: *Michael Urban* (Seal)  
MICHAEL URBAN, President of LITHUANIAN  
INDEPENDENT CLUB, INC

By: *Anthony Rasavage* (Seal)  
ANTHONY RASAVAGE, Secretary of LITHUANIAN  
INDEPENDENT CLUB, INC

By: *James Nowak* (Seal)  
JAMES NOWAK, Vice President of LITHUANIAN  
INDEPENDENT CLUB, INC

By: *Michael Micknis* (Seal)  
MICHAEL MICKNIS, Treasurer of LITHUANIAN  
INDEPENDENT CLUB, INC

**RECORDATION REQUESTED BY:**

Deposit Bank, a division of First Commonwealth Bank  
DuBois Office  
2 East Long Avenue  
PO Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL TO:**

Deposit Bank, a division of First Commonwealth Bank  
CSC L/S - Commercial  
P.O. Box 400, CSC - L/S Commercial  
Indiana, PA 15701

**SEND TAX NOTICES TO:**

LITHUANIAN INDEPENDENT CLUB, INC  
800 W WEBER AVE  
DUBOIS, PA 15801

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY**

**MORTGAGE**

**MAXIMUM LIEN.** The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$200,000.00.

**THIS MORTGAGE** dated September 4, 2002, is made and executed between LITHUANIAN INDEPENDENT CLUB (referred to below as "Grantor") and Deposit Bank, a division of First Commonwealth Bank, whose address is 2 East Long Avenue, PO Box 607A, Dubois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

See ATTACHED EXHIBIT "A" HERETO, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 800 WEST WEBER AVENUE, DUBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**EXHIBIT**

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such

steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses of Lender incurred that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified,

it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means LITHUANIAN INDEPENDENT CLUB, INC, and all other persons and entities signing the Note in whatever capacity.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means LITHUANIAN INDEPENDENT CLUB, INC.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated September 4, 2002, in the original principal amount of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 15, 2022.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

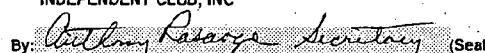
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

LITHUANIAN INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL URBAN, President of LITHUANIAN  
INDEPENDENT CLUB, INC

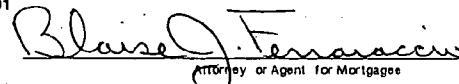
By:  (Seal)  
JAMES NOWAK, Vice President of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
ANTHONY RASAVAGE, Secretary of LITHUANIAN  
INDEPENDENT CLUB, INC

By:  (Seal)  
MICHAEL MCKNIS, Treasurer of LITHUANIAN  
INDEPENDENT CLUB, INC

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:  
DuBois Office, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801

  
Blaise J. Ferruccio  
Attorney or Agent for Mortgagor

## CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

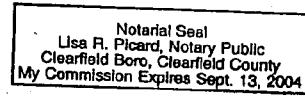
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On this, the 4th day of September, 2002, before me

the undersigned Notary Public, personally appeared MICHAEL URBAN, President; JAMES NOWAK, Vice President; ANTHONY RASAVAGE, Secretary; MICHAEL MICKNIS, Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, who acknowledged themselves to be the President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, of a corporation, and that they as such President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as President; Vice President; Secretary; Treasurer of LITHUANIAN INDEPENDENT CLUB, INC.

In witness whereof, I hereunto set my hand and official seal.



*Lisa R. Picard*  
Notary Public in and for the State of Pennsylvania

ALL those certain parcels or pieces of land lying, situated and being in the First Ward of the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**THE FIRST THEREOF:**

BEGINNING at North West corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, one hundred eighty (180) feet to Kirk Alley; thence North 27° 30' East, ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, one hundred eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, ninety (90) feet to Weber Avenue and place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois

BEING the same premises the City of DuBois conveyed to the Lithuanian Independent Club, by deed dated September 3, 1959 and recorded September 28, 1959 in Deed Book 478, Page 189.

**THE SECOND THEREOF:**

BEGINNING at a post at lands formerly of O'Shaugnessy (Shaughnessy); thence along West Weber Avenue North sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, one hundred eighty (180) feet to Clinton Alley; thence along Clinton Alley, sixty (60) feet to a post; thence along line of lands formerly of O'Shaugnessy, one hundred eighty (180) feet to a post at West Weber Avenue and place of beginning.

BEING the same premises the Sacred Heart of Jesus Lithuanian Church of DuBois conveyed to the Lithuanian Independent Club by deed dated August 10, 1915 and recorded August 28, 1915 in Deed Book 211, Page 132.

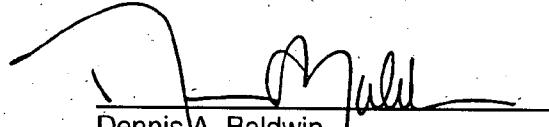
**THE THIRD THEREOF:**

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and place of beginning. Containing 10,800 square feet, more or less.

Being the same premises Helen G. Rhines and Harold L. Rhines, her husband conveyed to the Lithuanian Independent Club, Inc. by deed dated July 20, 1973 and recorded February 28, 1974 in Record Book 672 Page 210.

**VERIFICATION**

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

212162.1:BF  
11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

LITHUANIAN INDEPENDENT CLUB, INC.,

Defendant.

CIVIL DIVISION

No. 2003 - 1859 - CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO DEFENDANT AND LIEN  
CREDITORS PURSUANT TO PA. R.C.P.  
3129

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: DECEMBER 1, 2006**

FILED NOCC  
10:45 AM  
OCT 20 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 2003 - 1859 - CD  
vs. )  
LITHUANIAN INDEPENDENT CLUB, INC., )  
Defendant. )

**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANT AND LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant on the 26th day of September, 2006, and that the Notice of Sale was received by Defendant on the 28th day of September, 2006. A copy of the Certified Mail Receipt No. 7005 3110 0001 0624 8468 is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 29th day of September, 2006, and to the Internal Revenue Service via certified mail return receipt requested on the 26th day of September, 2006, as evidenced by P.S. Forms 3817 and certified mail receipt numbers 7004 2510 0001 0321 9393 and 7005 3110 0001 0624 8475 attached hereto as Exhibit "B".



\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 18th day of October, 2006.



\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	
Member, Pennsylvania Association of Notaries	

285865.1:BF/#11555-116793

**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**

7005	3110	0001	0624	8468
Postage \$ <i>1.39</i>				
Certified Fee <i>2.40</i>				
Return Receipt Fee (Endorsement Required) <i>1.85</i>				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees \$ <i>4.64</i>				

See Reverse for Instructions

**Sent To**  
*South Club of Michael Urban, Pres.*  
 Street, Apt. No.  
 or PO Box No. *527 South Avenue*  
 City, State, Zip *Dubois PA 15801-1545*

PS Form 3800, June 2002

**PARANAV**

**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:  
*Lithuanian  
Independent Club Inc  
c/o Michael Urban,  
President  
527 South Avenue  
DuBois PA 15801-1545*

2. Article Number  
*(Transfer from service label)*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*X Michael Urban*
 Agent
  Addressee

B. Received by (Printed Name) *Michael Urban* C. Date of Delivery *9-28-06*

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

7005 3110 0001 0624 8468

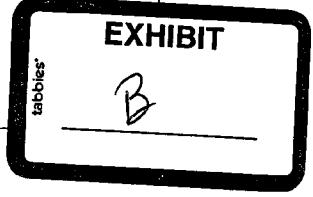
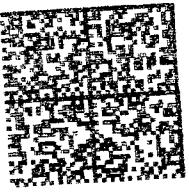
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

**EXHIBIT**

A

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
			COD Certified	Int'l Recorded Express Mail	Postage Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee
1		Clearfield County Treasurer Clearfield County Courthouse P.O. Box 289 Clearfield, PA 16830		.39	.30							
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830		.39	.30							
3		City of DuBois c/o Alexis Stets, Tax Collector P.O. Box 408 DuBois, PA 15801		.39	.30							
4		DuBois Area School District c/o Alexis Stets, Tax Collector P.O. Box 408 DuBois, PA 15801		.39	.30							
5		Clearfield County c/o Alexis Stets, Tax Collector P.O. Box 408 DuBois, PA 15801		.39	.30							
6		Central Tax Bureau 482 Jeffers Street DuBois, PA 15801-2438		.39	.30							
7		City of DuBois Bureau of Water P.O. Box 408 DuBois, PA 15801-0408		.39	.30							
8		Commonwealth of Pennsylvania Bureau of Compliance Department 280948 Harrisburg, PA 17128		.39	.30							
9		Commonwealth of Pennsylvania Unemployment Compensation Fund P.O. Box 60130 Harrisburg, PA 17106		.39	.30							
10		Commonwealth of Pennsylvania Bureau of Individual Taxes Department 280431 Harrisburg, PA 17128-0431		.39	.30							
11		Swift, Kennedy & Co. P.O. Box 1032 Beaver Drive, Suite 994 DuBois, PA 15801		.39	.30							
12		Internal Revenue Service c/o District Director Attn: Chief, Special Procedures Staff 1000 Liberty Avenue Pittsburgh, PA 15222		.39	.30							

01616505103  
\$03.600  
09/26/2006  
Mailed From 15222  
US POSTAGE

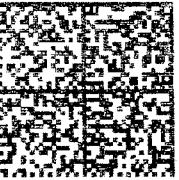


FC-Lithuanian Club  
4/15/07 11:17:02

PARADIAH

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:						Check Appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
			COD	Certified	Int'l Recorded Express Mail	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	REG. Fee	SD. Fee	SH. Fee	R&G. Del. Fee
13		Internal Revenue Service c/o U.S. Attorney's Office U.S. Post Office and Courthouse 700 Grant Street, Suite 400 Pittsburgh, PA 15222				.39	.30								
14		Mr. Allen Muth 218 Wayne Road DuBois, PA 15801-1143				.39	.30								
15		Mr. David Radzovich R.D. #2 Reynoldsville, PA 15851				.39	.30								
16		Mr. James Nowak 516 South Avenue DuBois, PA 15801-1546				.39	.30								
17		Mr. Anthony Rassavage 428 Sabula Outing Club Road DuBois, PA 15801				.39	.30								
18		Ms. Ann Waylonis 216 South Avenue DuBois, PA 15801-1540				.39	.30								
19		Ms. Kathleen Urban 903 W. Weber Avenue DuBois, PA 15801-1651				.39	.30								
20		Mr. John C. Amilkaovich, deceased Trustee: Gertrude J. Amilkaovich Estate c/o Jack Amick 1107 W. Long Avenue DuBois, PA 15801-3985				.39	.30								
21		Bureau of Alcohol and Tobacco P.O. Box 371962 Pittsburgh, PA 15250-7692				.39	.30								
22		Chambers of Commerce 3 S. Brady Street DuBois, PA 15801-2133				.39	.30								
23		DuBois Nursing Home 212 S. 8th Street DuBois, PA 15801-2811				.39	.30								
24		Dusan Ambulance P.O. Box 53 DuBois, PA 15801-0053				.39	.30								
25		Paris Uniform Rental 67 Hoover Avenue P.O. Box 1043 DuBois, PA 15801-1043				.39	.30								
26		A & P Gaming Co. 378 S. 2nd Avenue Clarion, PA 16214-1426				.39	.30								

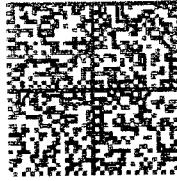
**\$04200**  
 016H16505103  
 09/26/2006  
 Mailed from 15222  
**US POSTAGE**



*for*  
 Postmark and Date of Receipt

27	A. Ferraro & Co. 31 Pickering Street Brookville, PA 15825-1223	.39	.30				
28	Adelphia Cable 219 N. Findley Street Punxsutawney, PA 15767-2020	.39	.30				
29	Batch Office Systems 110 E. Market Street Clearfield, PA 16830-2444	.39	.30				
30	C.A. Curtz Co. P.O. Box 797 Erie, PA 16512-0797	.39	.30				
31	Courier Express 500 Jeffers Street DuBois, PA 15801-2430	.39	.30				
32	Deux Business Forms P.O. Box 742572 Cincinnati, OH 45274-2572	.39	.30				
33	Denny Martelle, CPA P.O. Box 368 DuBois, PA 15801-0368	.39	.30				
34	Donald Hanson 135 Robinson Street DuBois, PA 15801	.39	.30				
35	DuBois Restaurant Supply 307 W. Weber Avenue DuBois, PA 15801-1861	.39	.30				
36	Dynamic Security Centers 831 Pleasant Street Reynoldsville, PA 15851-1511	.39	.30				
37	Eddie Sikora 665 W. Long Avenue DuBois, PA 15801-1730	.39	.30				
38	Fraternal & Social Clubs Org. P.O. Box 1494 Reading, PA 19603-1494	.39	.30				
39	George J. Urban 1125 South Main Street DuBois, PA 15801	.39	.30				
40	J.A. Kohlhepp Sons, Inc. P.O. Box 423 DuBois, PA 15801-0423	.39	.30				
41	Michael Lyons South Avenue DuBois, PA 15801	.39	.30				
42	Michael McKonis 316 South Avenue DuBois, PA 15801	.39	.30				
43	Michael Urban 527 South Avenue DuBois, PA 15801	.39	.30				
44	National Fuel - 210 P.O. Box 4103 Buffalo, NY 14264-0001	.39	.30				
45	Onyx P.O. Box O Route 219N Brockway, PA 15824	.39	.30				

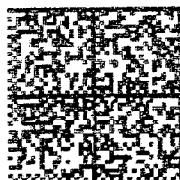
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09/26/2006  
mailed from 15222  
US POSTAGE



Hasler

46	Penelec P.O. Box 15152 Reading, PA 19612-5152	.39	.30				
47	Penn National P.O. Box 2257 Harrisburg, PA 17105-2257	.39	.30				
48	Premier Graphics 309 W. Long Avenue DuBois, PA 15801-1885	.39	.30				
49	Protection One P.O. Box 79016 Phoenix, AZ 85062-9016	.39	.30				
50	S&T Bank 614 Liberty Boulevard DuBois, PA 15901-2412	.39	.30				
51	Simons Fire & Safety P.O. Box 1990 Kessey, PA 15946-0190	.39	.30				
52	Specialty Steak Service C.A. Curtze P.O. Box 797 Erie, PA 16512-0797	.39	.30				
53	System Refrigeration Co. 251 Sandy Street DuBois, PA 15801-1877	.39	.30				
54	Terminix 514 E. Pleasant Valley Boulevard Altoona, PA 16602-5574	.39	.30				
55	Tri-County Electric 990 Beaver Drive DuBois, PA 15801-2514	.39	.30				
56	Yellow Page Net 4840 E. Jasmine Street, Suite 105 Mesa, AZ 85205	.39	.30				

BANK\_FIN:282333-1 01/1555-116793



016H6505103  
\$03.30  
09/26/2006  
Mailed From 15222  
US POSTAGE

Hasler

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**

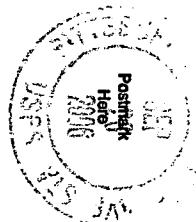
(Domestic Mail Only; No Insurance Coverage Provided)

PARAVAN  
COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

**OFFICIAL USE**

Postage	\$ 39
Certified Fee	12.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	1.85
Total Postage & Fees	\$ 4.64



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

- 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.

**OFFICIAL USE**

A. Signature	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Addressee
X <i>J. Prude</i>	<input type="checkbox"/> C. Date of Delivery	<input type="checkbox"/> D. Date of Delivery
<i>J. Prude</i>	8/27/04	8/27/04
B. Received by (Printed Name)	D. Is delivery address different from item 1?	
<input checked="" type="checkbox"/> RUEC	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

700 Grand St, Suite 400  
U.S. Attorney's Office  
Pittsburgh, PA 15219

2. Article Number  
(Transfer from service label) 11111111111111111111111111111111

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

COMPLETE THIS SECTION ON DELIVERY

**PARAVAN**  
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:

Internal Revenue Service  
CIO  
District Director  
Attn: Chief Special  
Tax Collection Staff  
1000 Liberty Avenue  
Pittsburgh, PA 15222

2. Article Number  
(Transfer from service label) 11111111111111111111111111111111

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
4. Restricted Delivery? (Extra Fee)  
 Yes

2. Article Number  
(Transfer from service label) 11111111111111111111111111111111

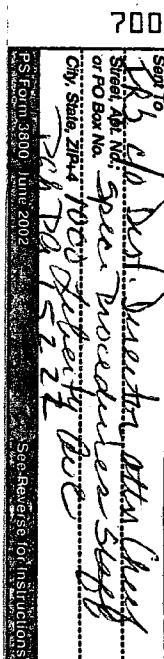
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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Pittsburgh, PA 15219

2. Article Number  
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PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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**PARAVAN**  
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 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
4. Restricted Delivery? (Extra Fee)  
 Yes

2. Article Number  
(Transfer from service label) 11111111111111111111111111111111

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20434  
NO: 03-1859-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK

vs.

DEFENDANT: LITHUANIAN INDEPENDENT CLUB, INC.

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 08/31/2006

LEVY TAKEN 09/15/2006 @ 1:12 PM

POSTED 09/15/2006 @ 1:20 PM

SALE HELD 12/01/2006

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/07/2007

DATE DEED FILED ~~02/07/2007~~ 2/09/07

PROPERTY ADDRESS 800 WEST WEBER AVENUE DUBOIS , PA 15801

**SERVICES**

10/05/2006 @ 11:06 AM SERVED LITHUANIAN INDEPENDENT CLUB, INC.

SERVED LITHUANIAN INDEPENDENT CLUB, INC., DEFENDANT, BY HANDING TO MICHAEL URBAN, PRESIDENT OF THE LITHUANIAN INDEPENDENT CLUB, INC. AT HIS PLACE OF EMPLOYMENT BI-LO, P. O. BOX 607, RTS 255 & SHAFFER ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA

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.

**FILED**

FEB 09 2007

6/11/15/w

William A. Shaw

Prothonotary/Clerk of Courts

pp  
5.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20434  
NO: 03-1859-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK  
vs.  
DEFENDANT: LITHUANIAN INDEPENDENT CLUB, INC.

Execution REAL ESTATE

SHERIFF RETURN

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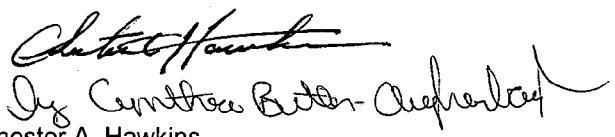
SHERIFF HAWKINS \$270.23

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
By Cynthia Butler-DePencoy  
Chester A. Hawkins  
Sheriff

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

First Commonwealth Bank, f/k/a Deposit Bank

Vs.

NO.: 2003-01859-CD

Lithuanian Independent Club, Inc.

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from LITHUANIAN INDEPENDENT CLUB, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Descriptions
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

JUDGMENT AMOUNT:.....	<b>\$214,148.78</b>	PROTHONOTARY'S COSTS PAID:.....	<b>\$139.00</b>
INTEREST from 04/28/04 through		SHERIFF: \$	
08/31/06 at \$48.043254 per diem:.....	<b>\$41,076.98</b>	LATE CHARGES (5% of \$1,788.31/mo. pmt.	
FORCED PLACE INSURANCE:.....	<b>\$14,820.00</b>	or \$89.42/mo. for months of May, 2004-	
COSTS TO WINTERIZE PROPERTY:.....	<b>\$950.00</b>	August, 2006:.....	<b>\$2,503.76</b>
ATTY'S COMM: \$		OTHER COSTS: \$	
DATE: 08/31/2006		FORECLOSURE FEES:.....	<b>\$11,000.00</b>



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31st day  
of August A.D. 2006  
At 5:00 A.M./P.M.

Requesting Party: Thomas E. Reiber, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Chester A. Hawley  
Sheriff By Cynthia Butler Geyhleay

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 2003 - 1859 - CD
Plaintiff,	)	
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain lots or pieces of land lying, situated and being in the First Ward of the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows to-wit:

**The First Thereof:**

BEGINNING at Northwest corner of intersection of Chestnut Street and West Weber Avenue; thence North 62° 30' West along Weber Avenue, One Hundred Eighty (180) feet to Kirk Alley; thence North 27° 30' East, Ninety (90) feet to a point in center of Lot No. 269; thence South 62° 30' East through the center of Lots Nos. 269, 270, 271, One Hundred Eighty (180) feet to Chestnut Street; thence South 27° 30' West along Chestnut Street, Ninety (90) feet to Weber Avenue and the place of beginning. Being the Southern 90 feet of Lots Nos. 269, 270, 271 in the Rumbarger Addition to the City of DuBois.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the City of DuBois dated September 3, 1959 and recorded September 29, 1959 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 478, page 189.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2239

**The Second Thereof:**

BEGINNING at a post at lands formerly of O'Shaugnessy (Shaughnessy); thence along West Weber Avenue North Sixty (60) feet to a post; thence along line of lot formerly owned by George Hill, One Hundred Eighty (180) feet to Clinton Alley; thence along Clinton Alley, Sixty (60) feet to a post; thence along line of lands formerly of O'Shaugnessy, One Hundred Eighty (180) feet to a post at West Weber Avenue and the place of beginning.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of the Sacred Heart of Jesus Lithuanian Church of DuBois dated August 10, 1915 and recorded August 28, 1915 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 211, page 132.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2244

The Third Thereof:

BEGINNING at a post at corner of Lot No. 266 and Jefferson Street (now Weber Avenue); thence by line of said Weber Avenue, North 62° 30' West 60 feet to a post at Ridge Street; thence by said Ridge Street, North 27° 30' East 180 feet to a post at Clinton Alley; thence by line of Clinton Alley, South 62° 30' East 60 feet to a post at Lot No. 266; thence by line of Lot No. 266, South 27° 30' West 180 feet to a post at Weber Avenue and the place of beginning. containing 10,800 square feet, more or less.

BEING the same premises granted and conveyed unto the Lithuanian Independent Club by Deed of Helen G. Rhines and Harold L. Rhines, her husband, dated July 20, 1973 and recorded February 28, 1974 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book 672, page 210.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-1-8-2246



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Thomas E. Reiber, Esquire

275450.1:BF/#11555-116793

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	No. 2003 - 1859 - CD
Plaintiff,	)	
	)	
vs.	)	
	)	
LITHUANIAN INDEPENDENT	)	
CLUB, INC.,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

**SHORT LEGAL DESCRIPTION OF REAL ESTATE**

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF LITHUANIAN INDEPENDENT CLUB, INC., OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THOSE CERTAIN PARCELS OR PIECES OF LAND SITUATE IN THE FIRST WARD, CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 478, PAGE 189; DBV 211, PAGE 132; AND DBV 672, PAGE 210. CLEARFIELD COUNTY TAX PARCEL I.D. NOS. 7-1-08-2239, 7-1-8-2244 and 7-1-8-2246.

275450.1:BF  
11555-116793

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LITHUANIAN INDEPENDENT CLUB, INC.

NO. 03-1859-CD

NOW, February 07, 2007, 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 December 01, 2006, I exposed the within described real estate of Lithuanian Independent Club, Inc. to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	50.73
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$270.23</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	214,148.78
INTEREST @ %	0.00
FROM TO 12/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	2,503.76
COST OF SUIT-TO BE ADDED	950.00
FORECLOSURE FEES	11,000.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	41,076.98
MISCELLANEOUS	14,820.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$284,519.52</b>

**COSTS:**

ADVERTISING	906.60
TAXES - COLLECTOR	12,543.16
TAXES - TAX CLAIM	43,668.72
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	270.23
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	453.41
<b>TOTAL COSTS</b>	<b>\$58,300.62</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