

04-498-CD
NATIONAL CITY BANK OF PENNSYLVANIA vs. EDWARD J. HANSLOVAN, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and
MARY HANSLOVAN and UNITED
STATES OF AMERICA,

Defendants.

I hereby certify the address
of Plaintiff is:

116 Allegheny Center
Pittsburgh, PA 15212

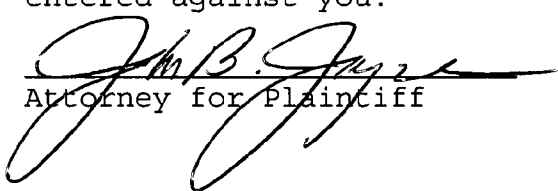
And the Defendants is:

2021 Allport Cutoff
Morrisdale, PA 16858

Certificate of Location
I hereby certify that the
location of the Real Estate
affected by this lien is:

Morris Township

To Defendant, you are hereby
notified to plead to the
enclosed Complaint within (20)
days from service hereof or a
Default Judgment may be
entered against you.


Attorney for Plaintiff

) CIVIL DIVISION

) NO.: 04-498-4D

) ISSUE NO.:

) TYPE OF PLEADING

) CIVIL ACTION - COMPLAINT
) IN MORTGAGE FORECLOSURE

) CODE -

) FILED ON BEHALF OF:

) NATIONAL CITY BANK OF
) PENNSYLVANIA, Plaintiff

) COUNSEL OF RECORD FOR THIS
) PARTY:

) John B. Joyce, Esquire
) Pa. I.D. #68242

) GRENN & BIRSIC, P.C.

) One Gateway Center, Ninth Floor
) Pittsburgh, PA 15222

) (412) 281-7650

FILED

APR 12 2004

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

NO.:

vs.

EDWARD J. HANSLOVAN and
MARY HANSLOVAN and UNITED
STATES OF AMERICA,

Defendants.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR 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.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

NO.:

vs.

EDWARD J. HANSLOVAN and
MARY HANSLOVAN and UNITED
STATES OF AMERICA,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

National City Bank of Pennsylvania, by its attorneys,
Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure
as follows:

1. The Plaintiff is National City Bank of Pennsylvania,
which has its principal place of business at National City Center,
116 Allegheny Center, Pittsburgh, Pennsylvania 15212.

2. The Defendants are Edward J. Hanslovan and Mary
Hanslovan, individuals whose last known address is 2021 Allport
Cutoff, Morrisdale, Pennsylvania 16858.

3. The United States of America is joined as a Defendant
in accordance with the terms of 28 U.S.C. §2410 as amended November
2, 1966, P.L. 89-719. A lien was filed on May 15, 2003 in the
Prothonotary's Office of Clearfield County, Pennsylvania, by the
United States of America against Edward J. Hanslovan at FTL No.
2003-00734-CD, in the amount of \$53,894.19.

3. On or about October 15, 1999, Defendants, Edward J. Hanslovan and Mary Hanslovan executed an Amended and Restated Term Note in favor of Plaintiff in the original principal amount of \$347,194.96 ("Note"). A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about October 15, 1999, as security for payment of the aforesaid Note, Defendant, Edward J. Hanslovans made, executed and delivered to Plaintiff an Open-End Mortgage and Security Agreement in the original principal amount of \$347,194.96 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on November 1, 1999, in Instrument Number 199918103. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendant, Edward J. Hanslovan, is the record and real owner of the aforesaid mortgaged premises.

6. Defendants, Edward J. Hanslovan and Mary Hanslovan are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Said Defendants are due for the June 30, 2003 payment.

7. Plaintiff was not required to send Defendants, Edward J. Hanslovan and Mary Hanslovan written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983

- Act 91 of 1983) prior to the commencement of this action for the reasons that:

(a) the mortgaged premises is not the principal residence of the Defendants [35 P.S. §1680.401(a) (1)]; and

(b) the mortgaged premises is not a one or two family owner-occupied residence [35 P.S. §1680.401C(a) (2)].

8. Plaintiff was not required to send Defendants, Edward J. Hanslovan and Mary Hanslovan written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that:

(a) said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101;

(b) the Defendants are not "residential mortgage debtors" as defined in 41 P.S. §101; and

(c) the mortgaged premises is not "residential real property" as defined in 41 P.S. §101.

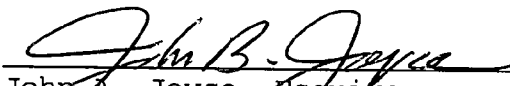
9. The amount due and owing Plaintiff is as follows:

Principal	\$177,480.77
Interest to 3/31/04	\$ 16,972.52
Late Charges to 3/31/04	\$ 250.00
Attorneys' fees	\$ 6,137.94
Title Search, Foreclosure and Execution Costs	\$ 2,750.00
TOTAL	\$203,591.23

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$203,591.23, with interest thereon at the rate of \$61.63 per diem from March 31, 2004, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENNEN & BIRSIC, P.C.

BY:


John A. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
Pa. I.D. #68242

(412) 281-7650

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

Mortgagee.

9.08 Attorney-in-Fact. Each appointment of Mortgagee as attorney-in-fact for Mortgagor in this Mortgage is irrevocable and coupled with an interest.

9.09 Joint and Several Obligations. If there is more than one party identified in this Mortgage as "Mortgagor," then each such party so identified shall be liable, jointly and severally, for all obligations of Mortgagor hereunder, and all references to "Mortgagor" herein shall refer to each such party individually and to all, or any two or more, of such parties collectively.

9.10 No Oral Modification. This Mortgage may be modified, amended, discharged or waived only by an agreement in writing, signed by all of the parties hereto.

9.11 Defeasance. If Mortgagor pays to Mortgagee in full the Secured Obligations, then this Mortgage shall become void.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has caused this Mortgage to be duly executed the day and year first above written with the intention that this Mortgage shall constitute a sealed instrument.

WITNESS:

Melinda Keiser

Edward J. Hanslovan
Edward J. Hanslovan

CERTIFICATE OF RESIDENCE

The undersigned certifies that the residence of Mortgagee is 200 N. Brady St., DuBois PA 15801

NATIONAL CITY BANK OF PENNSYLVANIA

By Melinda Keiser
Title: Manager

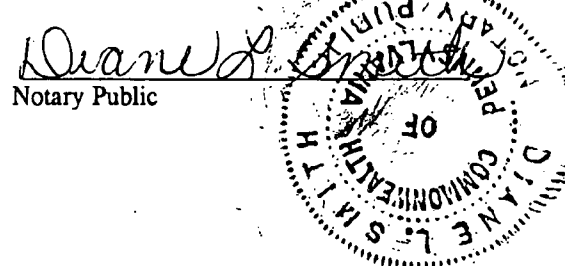
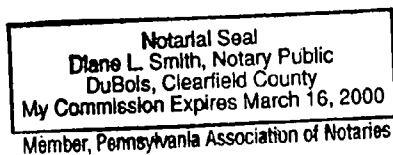
INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Clearfield) SS:

On this, the 15th day of October, 1999, before me, a notary public, personally appeared Edward J. Hanslovan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that such person executed the same for the purposes therein contained.

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



AMENDED AND RESTATED TERM NOTE

\$347,194.96

DuBois, Pennsylvania
October 15, 1999

FOR VALUE RECEIVED and intending to be legally bound hereby, undersigned, Ed Hanslovan Coal Co., Inc. a Pennsylvania corporation and Edward J. Hanslovan and Mary Hanslovan ("Maker"), having a principal office at Rt. 2 Box 230, Morrisdale, PA 16858, and each Maker if more than one jointly and severally promises to pay to the order of NATIONAL CITY BANK OF PENNSYLVANIA ("Bank"), a national banking association in immediately available funds at the principal office of Bank at National City Center, 20 Stanwix Street, Pittsburgh, PA 15222, or at such other location as the holder hereof may from time to time designate, the principal sum of three hundred forty seven thousand one hundred ninety four dollars and 96/100 (\$347,194.96), payable as follows:

The principal amount outstanding hereunder shall bear interest at a rate of 8.50% per annum from the date hereof until December 30, 2004 ("Maturity Date"). Interest shall be payable monthly in arrears commencing October 30, 1999 and continuing on the same day of each month thereafter until December 30, 1999. Principal and interest shall be payable in 59 monthly installments of \$7,144.00 commencing January 30, 2000 and continuing on the same day of each month thereafter until the Maturity date, at which time the entire indebtedness evidenced hereby shall be due and payable.

The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

This Amended and Restated Term Note is a substitution for and replacement of that certain Commercial Demand Line of Credit Note dated March 22, 1996 in the principal amount of \$350,000.00 (as amended, modified, renewed, supplemented or extended from time to time, the "Prior Note") and payable by the Borrower to Integra Bank which is hereby canceled and no longer in force and effect. The indebtedness evidenced by the Prior Note will continue to be evidenced by this Note; no advances have been made or are being made by the Bank to satisfy the indebtedness outstanding under the Prior Note on the date hereof and this Note is not a novation of the indebtedness evidenced by the Prior Note. Any accrued and outstanding interest on the Prior Note will continue to be evidenced by this Note. This Note is and will continue to be secured by all of the security interest and collateral granted and assigned to the Bank by the Borrower as described below.

If any payment of the principal of or interest on this Note shall become due and payable on a Saturday, a Sunday, or any other day on which Bank is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Unless provided otherwise in any loan agreement executed in connection with this Note, Maker may, at any time or from time to time, prepay in whole or in part the liabilities and obligations evidenced by this Note without any premium or penalty whatsoever; provided that any such prepayment may be applied by Bank to principal, accrued interest, fees, and expenses in any order as Bank shall determine in its sole discretion. No prepayment shall

(i) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of proceedings under any bankruptcy or insolvency laws by or against, Maker or any person liable to Bank for any of the obligations of Maker.

Upon the occurrence of any of the events of default mentioned in clauses (a) through (g) hereof and at any time thereafter, Bank may declare all liabilities and obligations of Maker to Bank, including those evidenced by this Note, immediately due and payable, and the same shall thereupon become immediately due and payable without any further action on part of Bank, and upon the occurrence of any event of default mentioned in clauses (h) or (i) hereof, all liabilities and obligations of Maker to Bank, including those evidenced by this Note, shall immediately become due and payable without any action upon the part of Bank.

This Note is secured as follows:

This Note is secured by real estate as identified in the Open-End Mortgage and Security Agreement executed by Edward J. Hanslovan, in favor of Bank dated the date hereof.

This Note is secured by real estate as identified in the Open-End Mortgage and Security Agreement executed by Edward Hansloven aka Edward Hanslovan and Mary Hansloven aka Mary Hanslovan, in favor of Bank dated the date hereof.

The Note is secured by the collateral identified in that certain Security Agreement executed by Ed Hanslovan Coal Co., Inc. in favor of Bank dated March 22, 1996 and The Note is secured by the collateral identified in that certain Security Agreement executed by Ed Hanslovan Coal Co., Inc. and Edward J. Hanslovan and Mary Hanslovan in favor of Bank dated June 3, 1997.

This Note is secured by real estate as identified in the Open-End Mortgage and Security Agreement executed by Edward J. Hanslovan and Mary Hanslovan, in favor of Bank dated June 3, 1997.

Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

Maker shall pay Bank on demand any reasonable out-of-pocket expenses, including reasonable legal fees, arising out of or in connection with any action or proceeding, including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting Maker, taken to protect, enforce, determine, or assert any right or remedy under this Note and any mortgage or security agreement, including the collateral covered thereby, securing the same.

This Note shall bind Maker and the heirs, personal representatives, successors and assigns of Maker, and the benefits hereof shall inure to the benefit of Bank and its successors and assigns. All references herein to "Maker" shall be deemed to apply to Maker and to the heirs, personal representatives, successors and assigns of

postpone the due date of any scheduled payment of principal or interest due under this Note.

Notwithstanding any provision of this Note to the contrary, it is the intent of Maker and Bank that Bank shall not at any time be entitled to receive, collect or apply, and Maker and Bank shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event Bank ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to Maker. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.

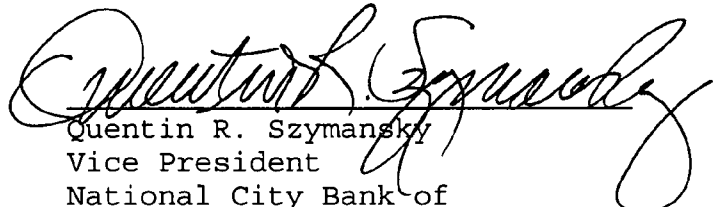
Maker shall be in default under this Note upon the happening of any of the following events of default:

- (a) a default in the payment when due of any installment of the principal of or interest on this Note or performance of any obligation, covenant or liability contained or referred to herein or in any other document executed in connection herewith;
- (b) any warranty, representation or statement made or furnished to Bank by or on behalf of Maker proves to have been false or misleading in any material respect when made or furnished;
- (c) any letter of credit pledged as collateral for the obligations evidenced by this Note is not renewed or extended thirty (30) days prior to expiration or termination thereof;
- (d) the occurrence of any event which constitutes a default under or results in the acceleration of indebtedness of Maker to any person (including Bank) under any note, indenture, agreement or undertaking;
- (e) if Maker is a corporation or partnership, any material change in the ownership of the outstanding capital stock or partnership interests of Maker, as the case may be, as the same existed on the date hereof;
- (f) any change in the condition, financial or otherwise, of Maker which, in the reasonable opinion of Bank, has or could have a material adverse effect on Maker, on the assets of Maker, or on the validity or enforceability of this Note or any other document executed in connection herewith or given in support hereof;
- (g) the death, incarceration or adjudication of legal incompetence of any person who is a Maker or any person liable to Bank for any of the obligations of Maker;
- (h) a judgment is entered against Maker or any person liable to Bank for any of the obligations of Maker, or any of Maker's assets are attached in a legal proceeding; or

Exhibit "A"

VERIFICATION

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


Quentin R. Szymansky
Vice President
National City Bank of
Pennsylvania

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3-CC B 248
APR 12 2004

William A. Shaw
Prothonotary

Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles.

MAKER HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR MAKER AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER, OR ANY ONE OR MORE OF THEM, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS NOTE SHALL HAVE BECOME DUE, WHETHER BY DEMAND, LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF BANK AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND AN ATTORNEYS' COMMISSION OF 15% OF THE TOTAL AMOUNT DUE HEREUNDER, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST MAKER BE VACATED FOR ANY REASON, BANK MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IN THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST MAKER.

IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.

ATTEST:

Ed Hanslovan Coal Co., Inc.

By Edward J. Hanslovan
(Name and Title) Edward J. Hanslovan, President

By Mary Hanslovan
(Name and Title) Mary Hanslovan, Secretary

(SEAL)

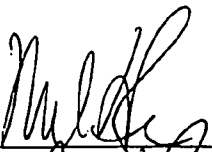
Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

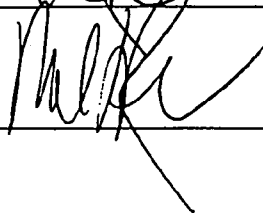
This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles.

MAKER HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR MAKER AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER, OR ANY ONE OR MORE OF THEM, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS NOTE SHALL HAVE BECOME DUE, WHETHER BY DEMAND, LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF BANK AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND AN ATTORNEYS' COMMISSION OF 15% OF THE TOTAL AMOUNT DUE HEREUNDER, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST MAKER BE VACATED FOR ANY REASON, BANK MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IN THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST MAKER.


IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.


ATTEST:



(SEAL) 

Ed Hanslovan Coal Co., Inc.

By 
(Name and Title) Edward J. Hanslovan, President

By 
(Name and Title) Mary Hanslovan, Secretary

WITNESS:

Paul R. G.
Paul R. G.

Edward J. Hanslovan (SEAL)
Edward J. Hanslovan

Mary Hanslovan (SEAL)
Mary Hanslovan

Exhibit "B"

31 50
OPEN-END MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE SECURES FUTURE ADVANCES.

(All notices to be given to Mortgagee pursuant to 42 Pa. C.S.A. § 8143 shall be given as set forth in Section 9.01 of this Mortgage.)

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made as of the 15th day of October, 1999, by Edward J. Hanslovan ("Mortgagor"), a Pennsylvania resident, with an address at Rt. 2 Box 230, Morrisdale, PA 16858, in favor of NATIONAL CITY BANK OF PENNSYLVANIA ("Mortgagee"), a national banking association, with an address at National City Bank of Pennsylvania, 20 Stanwix Street, Pittsburgh, PA 15222.

This Mortgage is an "Open-End Mortgage" as set forth in 42 Pa. C.S.A. § 8143 and secures obligations up to a maximum amount of indebtedness outstanding at any time of three hundred forty seven thousand one hundred ninety four dollars and 96/100 (\$347,194.96) plus accrued and unpaid interest, advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Mortgaged Property (as hereinafter defined) or the lien of this Mortgage, expenses incurred by Mortgagee by reason of default by Mortgagor under this Mortgage and advances for construction, alteration or renovation of the Mortgaged Property, together with all other sums due hereunder or secured hereby.

WITNESSETH:

WHEREAS, Mortgagor is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon.

NOW THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively, "Secured Obligations"):

(A) all indebtedness, together with all interest thereon, evidenced by the following instrument or agreement: Amended and Restated Term Note in the principal amount of \$347,194.96 evidencing a term loan by Mortgagee to Ed Hanslovan Coal Co., Inc., Edward J. Hanslovan and Mary Hanslovan dated the date hereof, and any renewals, modifications and extensions thereof, the provisions of the foregoing document being incorporated herein by this reference (the foregoing document, together with this Mortgage, and all other documents or instruments delivered in connection with or in support of the Secured Obligations are collectively called the "Loan Documents");

(B) any sums advanced by Mortgagee under this Mortgage or which may otherwise become due pursuant to the provisions of this Mortgage; and

(C) all other obligations of Mortgagor to Mortgagee now existing or hereafter arising, whether or not pursuant to any other loan, line of credit, letter of credit, or other extension of credit made by Mortgagee to or for the account of Mortgagor, or whether or not pursuant to any agreement, document or instrument at any time given to evidence, secure or otherwise support, or in connection with, any of the foregoing, including but not limited to any guaranty made by Mortgagor to Mortgagee of any loan or other extension of credit made by Mortgagee to any other person or entity, whether or not made prior or subsequent to the date of this Mortgage and whether or not currently contemplated or in any way related to any of the other Secured Obligations; provided, nevertheless, that this Mortgage shall not extend to or secure any obligation of Mortgagor which is defined as consumer credit under Regulation Z promulgated by the Board of Governors of the Federal Reserve System and which is not exempted from application thereof.

Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, grants, bargains, sells, conveys and mortgages to Mortgagee and agrees that Mortgagee shall have a security interest in and lien on the following described property, all accessions and additions thereto, all substitutions therefor, and replacements and proceeds thereof (collectively, "Mortgaged Property") now owned or held or hereafter acquired, to wit:

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D. H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D. H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth (40 1/8) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth (39 1/8) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths (40 7/8) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth (39 1/8) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-above named place and all the coal and other minerals reserved in deed of Vincent Flegal to Paul Quick, with all mining rights contained in deed of James T. Leonard to D. H. Waring and Vincent Flegal to Paul Quick.

BEING the same premises which Alfred O. Myers and Tharesa N. Myers, granted and conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January 25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre south-westerly portion of the premises hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas C. Tate and Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being that part of the original Flegal or Palton farm which lies to the southwest of the right-of-way of the Penn Central Railroad Co.

KAREN L. STARCK
CLERK AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
199918103
RECORDED ON
JAN 01, 1999
12:43:30 PM

ORDING FEES - \$29.00
ORDER
NOT IMPROVEMENT \$1.00
ORDER \$1.00
REPAIRMENT FUND
TELEPHONE TAX \$0.50
AL \$31.50

Will City Park

(i) all of Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights and appurtenances thereunto belonging (collectively, "Realty");

(ii) all improvements now or hereafter erected upon the Realty (including all Equipment, as hereinafter defined, constituting fixtures) (collectively, "Improvements");

(iii) all goods, machinery, equipment and fixtures of every kind and nature whatsoever now or hereafter attached or located in or on the Mortgaged Property, or used or usable in connection with the ownership, use, operation, occupancy, maintenance, repair or security of the Realty or Improvements (collectively, "Equipment");

(iv) all leases and other agreements now or hereafter in existence relating to the use, occupancy or possession of the Realty, Improvements or Equipment, or any part thereof, and all right, title and interest of Mortgagor thereunder, including cash and securities deposited thereunder, and the right to receive and collect the rents and other sums payable thereunder and all guaranties thereof (collectively, "Leases");

(v) all revenues, income, rents, issues and profits of the Realty, Improvements, Equipment and Leases (collectively, "Rents"), including all proceeds of the conversion, voluntary or involuntary, of the Realty, Improvements and Equipment, including proceeds of insurance and condemnation awards or payments in lieu thereof; and

(vi) all Mortgagor's rights and interests in all agreements now or hereafter in existence providing for or relating to the construction, alteration, maintenance, repair, operation or management of the Mortgaged Property or any part thereof, as well as the plans and specifications therefor, and all copies thereof and, to the extent permitted by the relevant authorities, all licenses, permits and approvals for the ownership, construction, maintenance, operation, use and occupancy of the Mortgaged Property or any part thereof (collectively, "Other Property").

TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, its successors and assigns, to its own use forever in accordance with the provisions hereof.

Article 1

Representation and Warranties

Mortgagor represents and warrants to Mortgagee as follows:

1.01 Warranty of Title. Except as may otherwise be set forth on Exhibit A hereto, Mortgagor has good and marketable title to an estate in fee simple absolute in the Realty and Improvements and has all right, title and interest in all other property constituting a part of the Mortgaged Property, and this Mortgage constitutes a valid and enforceable lien upon and security interest in the Mortgaged Property, in each case free and clear of all liens and encumbrances, except as may be set forth on Exhibit A hereto.

1.02 No Litigation. There is no litigation or governmental investigation of any type pending or, to the best of Mortgagor's knowledge, threatened which questions the capacity or authority of Mortgagor to fulfill its obligations under this Mortgage or the other Loan Documents or, if determined adversely, could materially affect the business or financial condition of Mortgagor, or Mortgagor's use, ownership, control or occupancy of any portion of the Mortgaged Property.

1.03 No Conflicts. The execution, delivery and performance of this Mortgage and the other Loan Documents do not conflict with any statute, regulation, rule or ordinance, or any judgment or order of any court or governmental authority, and do not conflict with or constitute a default under any agreement or other document by which Mortgagor or the Mortgaged Property is bound.

1.04 Licenses and Permits. All licenses, permits, consents and approvals necessary to occupy and operate the Mortgaged Property as now occupied and operated are in full force and effect, and the Mortgaged Property and the use thereof complies in all respects with all Legal Requirements (as hereinafter defined).

1.05 Due Organization, Etc. Each party (other than individuals) to each of the Loan Documents is duly organized and validly existing under the laws of the jurisdiction of its formation and is duly authorized and qualified to do business in each jurisdiction wherein its activities require such authorization or qualification. Each of the Loan Documents has been duly executed and delivered by the parties thereto pursuant to all requisite power and authority. Each of the Loan Documents constitutes the legal, valid, and binding obligation of each of the parties thereto, enforceable in accordance with their respective terms. Each party to each of the Loan Documents who is an individual is at least eighteen years of age and is under no legal disability or incapacity.

Article 2 Affirmative Covenants

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged:

2.01 Payment and Performance of Secured Obligations. All Secured Obligations shall be paid or performed when due as provided in the Loan Documents.

2.02 Legal Requirements. Mortgagor shall promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted governmental authority or agency and all covenants, restrictions and conditions which may be applicable to Mortgagor or to any of the Mortgaged Property or the use thereof (collectively, "Legal Requirements").

2.03 Impositions. (a) Before interest or penalties are due thereon and otherwise when due, Mortgagor shall pay all taxes, charges, general and special assessments, including without limitation any condominium or planned unit development assessments, if any, levies, permits, inspection and license fees, all obligations secured by mortgages and other liens, all payments under any Leases, all water and sewer rents and charges, and all other charges and liens whether of a like or different nature, even if unforeseen or extraordinary, now or hereafter imposed upon or assessed against Mortgagor or any of the Mortgaged Property by any governmental authority, agency or body, or any other party. The obligations referred to in this section are hereinafter collectively referred to as the "Impositions." Within thirty (30) days after the payment of any Imposition, Mortgagor shall deliver to Mortgagee evidence acceptable to Mortgagee of such payment. Mortgagor shall also deliver to Mortgagee, within ten (10) days of receipt thereof, copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority.

(b) Mortgagee may pay or perform any Imposition and add the amount so paid or the cost incurred to the Secured Obligations, and all such amounts shall be due and payable on demand, together with interest thereon from the date of payment by Mortgagee until paid by Mortgagor at the highest rate applicable to any portion of the Secured Obligations but in no event exceeding the highest rate permitted by law ("Default Rate").

2.04 Maintenance and Impairment of Security. Mortgagor shall keep the Mortgaged Property in good condition, order, and repair and will make, as and when necessary, all repairs and replacements, ordinary and extraordinary. Mortgagor shall not demolish or alter any portion of the Mortgaged Property, nor commit or suffer waste with respect thereto, nor permit the Mortgaged Property to become deserted or abandoned. Mortgagor shall permit Mortgagee and its agents at any time, and from time to time, to enter upon and visit the Mortgaged Property for the purpose of inspecting and appraising the same. Mortgagor shall not take or permit any action with respect to the Mortgaged Property which will in any manner impair the security of this Mortgage.

2.05 Use of Mortgaged Property. The Mortgaged Property shall be used only in a manner permitted under applicable Legal Requirements.

2.06 Performance of Leases. (a) Mortgagor shall promptly (i) perform all of the provisions of the Leases on the part of the lessor thereunder to be performed, (ii) appear in and defend any action or proceeding in any manner

connected with the Leases or the obligations of Mortgagor thereunder, and (iii) within ten (10) days after execution, deliver to Mortgagee a fully executed counterpart of each Lease, or a copy thereof.

(b) Each Lease hereafter executed with respect to the Realty or Improvements or any part thereof shall provide that (i) the tenant thereunder, at the request of any transferee in foreclosure of this Mortgage or in lieu thereof, shall attorn to such other transferee and shall recognize such transferee as landlord under the Lease, provided that Mortgagee shall not be required to provide any non-disturbance or similar agreement to any tenant, (ii) neither Mortgagee nor any such transferee or its successors or assigns shall be bound by (A) any prepayment of an installment of rent or other obligation under any Lease, or (B) any amendment or modification to any Lease, made without the written consent of Mortgagee or such transferee, or (C) any obligations under the Lease to have been performed prior to the date that Mortgagee or such transferee shall have acquired title to the Mortgaged Property, (iii) such Lease shall not be amended, extended or consensually terminated without the prior written consent of Mortgagee, and (iv) such Lease shall incorporate the terms of Section 8.07 of this Mortgage. By the recordation of this Mortgage, the foregoing provisions shall be binding upon each lessee of a Lease hereafter executed with respect to the Realty or Improvements even if not contained expressly in such Lease. Each tenant, upon request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming the foregoing provisions.

2.07 Survival of Covenants. The covenants contained in this article shall survive and Mortgagor shall continue to be obligated to perform the covenants set forth in this Article 2 after day judgment has been obtained or entered on account of this Mortgage in any foreclosure proceeding.

Article 3

Negative Covenants

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged:

3.01 Leases. (a) Mortgagor shall not (i) execute an assignment or pledge of the Rents or the Leases other than in favor of Mortgagee, or (ii) accept any prepayment of an installment of any Rents or other obligations due under any of the Leases prior to the due date of such installment.

(b) Mortgagor shall not, without the prior written consent of Mortgagee, enter into, amend, extend, or consent to the surrender of any Lease or give any consent or waiver to any tenant pursuant to any Lease.

3.02 Sale of Mortgaged Property, Etc. Mortgagor shall not sell, assign, give, mortgage, pledge, hypothecate, encumber, lease, or otherwise transfer the Mortgaged Property or any part thereof or interest therein, voluntarily or involuntarily, without Mortgagee's prior written consent.

3.03 Maintenance of Existence; Transfers of Interests. (a) If Mortgagor is other than an individual, Mortgagor will not dissolve or liquidate, nor merge or consolidate with any other entity, nor permit any other entity to merge into it, nor amend, supplement or modify its articles of incorporation, bylaws, partnership agreement or other document relating to its formation, structure or governance, as the case may be, without the prior written consent of Mortgagee. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and its right to own property and transact business in each jurisdiction where any part of the Mortgaged Property is located.

(b) If Mortgagor is other than an individual, and unless Mortgagee gives its prior written consent, no interests in Mortgagor will be sold, assigned, transferred, pledged, mortgaged, hypothecated or otherwise encumbered, and all such interests shall be maintained in the percentages existing as of the date of this Mortgage.

Article 4

Insurance, Condemnation and Restoration

4.01 Insurance. (a) Mortgagor shall maintain comprehensive public liability insurance, fire insurance with extended coverage, builder's risk insurance with respect to any construction, renovation or reconstruction, flood insurance (if the Mortgaged Property is located in an area that has been identified by any governmental agency as a flood hazard

area), contractual liability insurance for all indemnification obligations of Mortgagor under all Leases, and such other insurance as may be required from time to time by Mortgagee. The amounts, coverages and other terms and conditions of the insurance policies shall at all times be satisfactory to Mortgagee and shall satisfy any coinsurance requirements of Mortgagee. Mortgagor shall pay as they become due all premiums for such insurance, shall keep each policy in full force and effect, shall deliver to Mortgagee evidence of the payment of the full premium therefor at least twenty (20) days prior to the expiration date of each policy, and shall deliver to Mortgagee duplicate original policies of insurance, with noncontributory mortgagee clauses in favor of and acceptable to Mortgagee. Mortgagor's liability insurance policy shall specifically name Mortgagee as an additional insured. Each policy shall provide for written notice to Mortgagee at least thirty (30) days prior to any cancellation, nonrenewal or amendment of such insurance.

(b) Mortgagor shall promptly comply with and conform to (i) all provisions of each insurance policy, and (ii) all requirements of the insurers thereunder applicable to Mortgagor or any of the Mortgaged Property. Mortgagor shall not use or permit any party to use any of the Mortgaged Property in any manner which would permit the insurer to cancel any insurance policy.

(c) No separate insurance concurrent in form or contributing in the event of loss with the insurance required to be maintained under this section shall be maintained without the prior written consent of Mortgagee.

4.02 Rights of Mortgagee to Proceeds. In the event of loss, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims. All insurance proceeds shall be payable solely to Mortgagee, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to endorse any drafts therefor, and such proceeds may, at Mortgagee's sole option, be applied to all or any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as Mortgagee may impose. Mortgagee shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election.

4.03 Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee, and any award or compensation shall be applied, at Mortgagee's option, to any part of the Secured Obligations and in any order (notwithstanding that any of such Secured Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as Mortgagee may impose. Mortgagee shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election.

Article 5 Default

5.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) a failure to pay any Secured Obligations when due in accordance with the terms thereof;

(b) Mortgagor shall fail to perform or observe any of the obligations in Article 3 or 4 of this Mortgage;

(c) a failure by Mortgagor to duly perform and observe any other provision in this Mortgage, and such failure shall continue for a period of thirty (30) days after notice from Mortgagee or for such other period as may be set forth in other sections of this Mortgage;

(d) a failure by Mortgagor or any obligor or guarantor to duly perform and observe any

other provision in any of the Loan Documents applicable to it, and such failure shall continue beyond the grace period, if any, set forth therein, or the occurrence of any default or event of default as defined under any of the Loan Documents;

(e) any representation or warranty made herein or in any of the Loan Documents, or in any other instrument or document which now or hereafter pertains to or is delivered in connection with any of the Secured Obligations, proves to be incorrect, now or hereafter, in any material respect;

(f) Mortgagor, or any obligor or guarantor of any of the Secured Obligations, shall become insolvent or unable to pay its or his or her debts as the same mature, or a petition shall be filed by or against Mortgagor or any such party in bankruptcy or seeking the appointment of a receiver, trustee or conservator for Mortgagor or any such party or for any portion of its or his or her property, or for reorganization or to effect a plan or other arrangement with or for the benefit of creditors, or Mortgagor or any such party shall consent to the appointment of a receiver, trustee or conservator for Mortgagor or any such party or for any portion of its or his or her property;

(g) any attachment proceeding is commenced against Mortgagor or any obligor or guarantor for the collection of any indebtedness or liability of Mortgagor or any such party of any of the Secured Obligations;

(h) foreclosure proceedings are instituted against the Mortgaged Property upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage; or

(i) Mortgagor shall at any time deliver or cause to be delivered to Mortgagee a notice pursuant to 42 Pa. C.S.A. § 8143 electing to limit the indebtedness secured by this Mortgage.

5.02 **Demand Obligation.** Nothing in this Mortgage or any of the other Loan Documents shall be construed to limit the applicability of any term of the Loan Documents providing for the payment of any Secured Obligations on the request of Mortgagee.

Article 6 Remedies

6.01 **Rights and Remedies of Mortgagee.** If an Event of Default occurs, Mortgagee may, at its option and notwithstanding any contrary provisions in the Loan Documents, without demand, notice or delay, do one or more of the following:

(a) Mortgagee may declare the entire unpaid principal balance of the Secured Obligations, together with all interest thereon, to be due and payable immediately (and in the case of an Event of Default under subsection 5.01(f) or (g), all such indebtedness shall automatically and immediately become due and payable without notice or any other act).

(b) Mortgagee may (i) institute and maintain an action of mortgage foreclosure against the Mortgaged Property and the interests of Mortgagor therein, (ii) institute and maintain an action on any instruments evidencing the Secured Obligations or any portion thereof, (iii) collect the Rents by demand upon tenants or otherwise, (iv) take possession of the Mortgaged Property or any portion thereof, with or without legal action and by force, if necessary, (v) have a receiver appointed for the Mortgaged Property or any portion thereof without proof of depreciation, waste, inadequacy of value, insolvency or any other matter, and (vi) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action Mortgagee shall be entitled to all costs of suit and attorneys' fees.

(c) Mortgagor hereby irrevocably authorizes and directs each and every present and future tenant of any of the Mortgaged Property, without further inquiry, to pay all Rents directly to Mortgagee immediately upon receipt of a demand by Mortgagee to make such payment. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents to Mortgagee, and any such payment or performance to Mortgagee shall discharge the obligations of the tenant to make such payment or performance to Mortgagor. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees, which may be asserted against or incurred by Mortgagee by reason of any failure by Mortgagor to perform any obligations of Mortgagor under any Lease. Mortgagee may apply the Rents received by Mortgagee to the payment

of any one or more of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect, whether or not the same shall be then due: the Secured Obligations, Impositions, claims, insurance premiums, other carrying charges, invoices of persons who at any time have supplied goods or services to or for the benefit of any of the Mortgaged Property, and all other costs and expenses of maintenance, repair, restoration, management, operation, ownership, use, leasing, occupancy, protection, security, alteration or improvement of any of the Mortgaged Property, and costs of enforcing Mortgagee's rights under the Loan Documents, including any foreclosure sale hereunder, and including all attorneys' fees and costs.

6.02 Sale in Parcels or Units. The Mortgaged Property may be sold by appropriate proceedings in one parcel or unit and as an entity, or in such parcels or units, and in such manner or order, as Mortgagee in its sole discretion may elect.

6.03 Confession of Judgment in Ejectment. At any time after the occurrence of an Event of Default, without further notice, regardless of whether Mortgagee has asserted any other right or exercised any other remedy under this Mortgage or any of the other Loan Documents, it shall be lawful for any attorney licensed in the Commonwealth of Pennsylvania, as attorney for Mortgagor, to file an agreement for entering in any competent court an amicable action and judgment in ejectment against Mortgagor and all persons claiming under Mortgagor for the recovery by Mortgagee of possession of all or any part of the Mortgaged Property, for which this Mortgage shall be sufficient warrant. If for any reason after such action shall have commenced, the same shall be stayed or terminated and the possession of the Mortgaged Property remain in or be restored to Mortgagor, Mortgagee shall have the right upon any subsequent default or defaults to bring one or more amicable action or actions as hereinbefore set forth to recover possession of all or any part of the Mortgaged Property.

6.04 Remedies Cumulative, Etc. All remedies contained in this Mortgage are cumulative, and Mortgagee also has all other remedies provided by law or in equity or in any of the other Loan Documents. No delay or failure by Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or a waiver of any Event of Default. Mortgagee may exercise any one or more of its rights and remedies without any obligation to Mortgagor or any third party to marshal its collateral.

Article 7

Environmental Matters

7.01 Definitions. For purposes of this Mortgage, the following terms have the following meanings:

(a) "Environmental Laws" means all federal, state and local laws, statutes, codes and ordinances now or hereafter enacted pertaining to environmental matters, including but not limited to The Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C.A. § 9601, et seq., The Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901, et seq., The Solid Waste Management Act, 35 Purdon's Stats. § 6018.101, et seq., The Clean Streams Law, 35 Purdon's Stats. § 591.1, et seq., The Hazardous Sites Cleanup Act, 35 Purdon's Stats. § 6020.101, et seq., The Storage Tank and Spill Prevention Act, 35 Purdon's Stats. § 6021.101, et seq., and The Dam Safety Encroachments Act, 32 Purdon's Stats. § 693.1, et seq., together with any rules, regulations and orders now or hereafter promulgated or issued thereunder, all as amended and recodified from time to time.

(b) "Regulated Substances" means any asbestos, asbestos-containing material, petroleum, petroleum products and any other substances or materials, the use, generation, release, discharge, spilling, emission, storage, burial or disposal of which is regulated by any Environmental Law, including any substances and materials defined as "hazardous," "toxic," or the like, in any Environmental Law.

7.02 Environmental Warranties and Covenants. (a) Mortgagor shall keep the Mortgaged Property free of any Regulated Substances and shall promptly remove any Regulated Substances which may now or hereafter be located, by whatever means or cause, in, on, or under, or otherwise affect the Mortgaged Property, except for Regulated Substances used in connection with the operation of the Mortgaged Property and stored and used strictly in accordance with all applicable Environmental Laws. Mortgagor shall not permit any Regulated Substances to be used, generated, released, discharged, spilled, emitted, stored, buried or disposed of in, on or from the Mortgaged Property, except for Regulated Substances stored and used as provided in the preceding sentence.

(b) Mortgagor warrants that no part of the Mortgaged Property constitutes "wetlands," or the like, as defined in any Environmental Law, and no such area of the Mortgaged Property has been dredged, filled or otherwise affected, except in accordance with all applicable Environmental Laws.

(c) Mortgagor warrants that, except as heretofore disclosed in writing to Mortgagee, there are no above-ground or underground tanks located on the Mortgaged Property. All tanks now or hereafter in or on the Mortgaged Property, as well as all lines and dispensing equipment, shall be licensed, permitted and maintained in accordance with all Environmental Laws.

(d) If Mortgagee shall incur damages, losses, liabilities, charges, costs or expenses, including, without limitation, any attorneys' fees or disbursements, consultant's fees or disbursements, removal costs, costs incurred in taking protective measures, costs incurred in complying with any Environmental Laws, or if Mortgagee shall become subject to any penalties, fines or judgments relating to the use, generation, release, discharge, spilling, emission, storage, burial or disposal of Regulated Substances in, on or under, or affecting the Mortgaged Property, Mortgagor shall pay on demand all such damage, loss, liability, charge, cost and expense, including attorneys' fees, which Mortgagee may incur by reason thereof, and all such sums shall be Secured Obligations and shall bear interest from and after demand at the Default Rate.

7.03 Survival of Warranties and Covenants. The warranties and covenants contained in this article shall survive the repayment of the Secured Obligations, the exercise of any remedies with respect to this Mortgage and the Secured Obligations, and the transfer of title to any of the Mortgaged Property to Mortgagee, by foreclosure, judicial sale or deed in lieu thereof, and shall accrue to any entity controlled by, controlling, or under common control with, Mortgagee who shall acquire title to any of the Mortgaged Property as aforesaid.

Article 8

Additional Rights and Obligations

8.01 Installments for Insurance, Taxes and Other Charges. Without limiting the effect of any other provision of this Mortgage, Mortgagor shall, if requested by Mortgagee, pay to Mortgagee on the first day of each month an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Mortgaged Property ("Escrow Charges"); and on demand from time to time, Mortgagor shall pay to Mortgagee any additional sums necessary to pay when due all Escrow Charges. The amounts so paid shall be security for the Secured Obligations and shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to Mortgagee shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, nor shall any sums paid bear interest. Upon the occurrence of an Event of Default, Mortgagee shall have the right, at its election, to apply any amount so held against the Secured Obligations due and payable in such order as Mortgagee may deem fit, and Mortgagor hereby grants to Mortgagee a lien upon and security interest in such amounts and in any accounts relating thereto for such purpose.

8.02 Mortgagee's Right to Protect Security. Mortgagee is hereby authorized to do any one or more of the following irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; (b) take such action as Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default, and to protect its security in the Mortgaged Property, including the curing of any actual or potential defaults under any Leases, the recordation or filing of financing statements and other documents to further assure the enforceability or priority of Mortgagee's liens and security interests, advance sums on behalf of Mortgagor to pay, perform or comply with any Imposition, Legal Requirement, lien, claims, costs and expenses in connection with the Mortgaged Property, including payment for utilities, fuel or any other necessary maintenance expenses, fees, insurance and repairs; and (c) perform or cause to be performed at Mortgagor's sole expense such environmental testing and audits, including but not limited to taking samples for examination, as Mortgagee in its sole and absolute discretion deems necessary or desirable; and for the purpose of exercising any such powers and all other rights and powers granted by this Mortgage to Mortgagee, Mortgagee is hereby appointed attorney-in-fact for Mortgagor. All sums paid by or otherwise owing to Mortgagee under this section shall be paid by Mortgagor to Mortgagee on demand and, until paid such sums shall be added to the principal secured hereby, shall be included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of demand therefor.

8.03 Mortgagee's Costs and Expenses. In the event of an Event of Default or the exercise by Mortgagee of any of its rights hereunder, or if Mortgagee shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting any of the Mortgaged Property or the Secured Obligations, or if review and approval of any document, or any other matter related to any of the Secured Obligations, is required by or requested of Mortgagee, Mortgagor shall pay to Mortgagee on demand its costs, expenses and attorneys' fees incurred in connection therewith. Such amounts shall be added to the principal secured hereby, shall be included as part of the Secured Obligations, and shall bear interest at the Default Rate from the date of demand therefor.

8.04 Waivers by Mortgagor. Mortgagor, to the extent permitted by law, hereby waives all errors and imperfections in any proceedings instituted by Mortgagee under any of the Loan Documents and all benefit of any present or future statute of limitation or repose, or moratorium law, or any other present or future law, regulation or judicial decision which (a) exempts any of the Mortgaged Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, (b) provides for any stay of execution, marshaling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Mortgaged Property, or (c) conflicts with any provision of any of the Loan Documents.

8.05 Payment of Fees. The Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution, acknowledgment, filing and recording of this Mortgage, any financing statements, releases, continuation statements, and any instruments of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the other Loan Documents.

8.06 Further Assurances. Mortgagor agrees to execute such further assurances as may be requested by Mortgagee for the purposes of further evidencing, carrying out and/or confirming this Mortgage and for all other purposes intended by this Mortgage.

8.07 Subordination to Leases. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part, (but not with respect to the priority of entitlement to insurance proceeds or any award in condemnation or with respect to any option to purchase) to any and all Leases, upon the execution by Mortgagee and recording of a unilateral declaration to that effect at any time hereafter in the Office of the Recorder of Deeds in and for the county wherein the Realty is situate.

8.08 Subrogation. If the proceeds of any loan or other credit extended by Mortgagee, the repayment of which is hereby secured, is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

8.09 Guaranty Obligations. If this Mortgage directly or indirectly secures any obligation or obligations of another person or entity to Mortgagee, then Mortgagor further agrees that:

(a) Mortgagee may do any of the following without notice to Mortgagor or to any other party obligated to Mortgagee with respect to any of the Secured Obligations, and without adversely affecting the validity or enforceability of this Mortgage: (i) release, surrender, exchange, compromise or settle the Secured Obligations or any part thereof; (ii) change, renew or waive the terms of the Secured Obligations or any part thereof; (iii) change, renew or waive the terms of any Loan Document or any other note, instrument or agreement relating to the Secured Obligations, such rights in Mortgagee to include without limitation the right to change the rate of interest charged with respect to the Secured Obligations or any part thereof (in which event the obligations of Mortgagor shall be deemed also to include all interest at such changed rate); (iv) grant any extension or indulgence with respect to the payment or performance of the Secured Obligations or any part thereof; (v) enter into any agreement of forbearance with respect to the Secured Obligations or any part thereof; (vi) release, surrender, exchange or compromise any security held by Mortgagee for any of the Secured Obligations; (vii) release any other person who is a guarantor or surety or other obligor of, or who has agreed to purchase, the Secured Obligations or any part thereof; and (viii) release, surrender, exchange or compromise any security or lien held by Mortgagee for the Secured Obligations or any part thereof. Mortgagor agrees that Mortgagee may do any of the above as Mortgagee deems necessary or advisable, in Mortgagee's

sole discretion, without giving any notice to Mortgagor and that Mortgagor will remain liable for full payment and performance of the Secured Obligations.

(b) Mortgagor waives and agrees not to enforce any of the rights of Mortgagor against any guarantor or other obligor of any of the Secured Obligations, or obligor of any obligations which the Secured Obligations secure, unless and until all Secured Obligations shall have been paid in full to Mortgagee, including but not limited to (i) any right of Mortgagor to be subrogated in whole or in part to any right or claim with respect to any of the Secured Obligations or any portion thereof, and (ii) any right of Mortgagor to require the marshaling of assets which might otherwise arise from partial payment or performance by Mortgagor to Mortgagee on account of the Secured Obligations or any portion thereof.

8.10 Restatement of Representations and Warranties. Each representation or warranty made by Mortgagor in this Mortgage or in any other Loan Document or certificate related thereto shall be deemed to be restated as of the date of each advance made or credit extended by Mortgagee constituting a Secured Obligation.

Article 9

Miscellaneous Matters

9.01 Notices. (a) Except as otherwise provided in this Mortgage, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when delivered in person or when deposited in the United States mail, by registered or certified mail, return receipt requested, directed to the party to receive the same at the addresses set forth at the beginning of this Mortgage or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing.

(b) All notices given by Mortgagor to Mortgagee pursuant to 42 Pa. C.S.A. § 8143(c) shall be given to Mortgagee in accordance with this Section 9.01 and must be signed by all parties necessary to bind Mortgagor in accordance with the applicable documents of formation of Mortgagor and all applicable laws.

(c) All notices given to Mortgagee by any person or entity (other than Mortgagor) pursuant to 42 Pa. C.S.A. § 8143(d) shall be in writing and shall be sent exclusively by registered or certified mail, return receipt requested, to Mortgagee at the address set forth above.

9.02 Status of Parties. It is understood and agreed that the relationship of the parties is that of Mortgagor and Mortgagee and that nothing herein shall be construed to constitute a partnership, joint venture or co-tenancy between Mortgagor and Mortgagee.

9.03 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein.

9.04 Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind, and inure to the benefit of the heirs, personal representatives, successors and assigns of Mortgagor and Mortgagee.

9.05 Time of Essence. Time is of the essence as to all of Mortgagor's obligations hereunder and under the other Loan Documents, and under any and all other documents relating in any manner to any of the Secured Obligations.

9.06 Section Headings. The section headings in this Mortgage are used only for convenience in finding the subject matters and are not part of this Mortgage or to be used in determining the intent of the parties or otherwise interpreting this Mortgage.

9.07 Performance by Mortgagee. Any act which Mortgagee is permitted to perform under the Loan Documents may be performed at any time and from time to time by Mortgagee or any person or entity designated by

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

) CIVIL DIVISION

)

) NO.: 04-498-CD

)

)

) TYPE OF PLEADING

)

) Praecipe of Writ of Execution
(Mortgage Foreclosure)

)

)

) FILED ON BEHALF OF PLAINTIFF:

)

) National City Bank of Pennsylvania

)

)

) COUNSEL OF RECORD FOR THIS
PARTY:

)

) John B. Joyce, Esquire

) Pa. I.D. #68242

)

) GRENN & BIRSIC, P.C.

) One Gateway Center, 9th Floor

) Pittsburgh, PA 15222

) (412) 281-7650

)

)

FILED

MAR 13 2005

MAR 14 2005

Prothonotary, Clerk of Courts

OK

ices
lewnits w/
prop descr.
to Sheriff

Atty pd 20.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

CIVIL DIVISION

NO.: 04-498-CD

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Edward J. Hanslovan and Mary Hanslovan and United States of America, as follows:

Principal	\$	177,480.77
Interest to 4/4/05	\$	41,931.33
Late Charges to 4/4/05	\$	250.00
Attorneys' Fees	\$	11,309.00
Title Search, Foreclosure and Execution Costs	\$	<u>2,750.00</u>

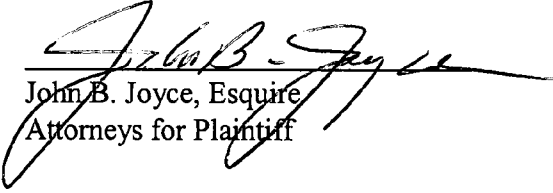
TOTAL \$ 233,721.10

145.00

Prothonotary costs

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

VS.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

National City Bank of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Edward J. Hanslovan and Mary Hanslocan located at 124-P10-5, Township Route 17060, Morrisdale, PA 16858 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN
AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

1. The name and address of the owners or reputed owners:

Edward J. Hanslován

2021 Allport Cutoff
Morrisdale, PA 16858

Mary Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

2. The name and address of the defendants in the judgment:

Edward J. Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

Mary Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

Internal Revenue Service
US Attorney for the Western
District of PA

400 US Post Office and Courthouse
700 Grant Street
Pittsburgh, PA 15219

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

National City Bank of
Pennsylvania

PLAINTIFF

Orix Financial Services, Inc.

2000 N. Racine Avenue
Chicago, IL 60614

Anderson Equipment Company
c/o Richard Anderson, President

1000 Washington Pike
Bridgeville, PA 15017

Internal Revenue Service
c/o US Attorney for the Western
District of PA

400 US Post Office and Courthouse
700 Grant Street
Pittsburgh, PA 15219

Midatlantic Financial, Inc.
c/o Scott Lesnett, President

100 E. McMurray Road
McMurray, PA 15317

Midatlantic Financial, Inc.
c/o Scott Lesnett, President

123 Alexander Drive
McMurray, PA 15317

Tyler Blasting Co.
c/o Damian Georgino, President

RD #1
Penfield, PA 15849

Tyler Blasting Co.
c/o Damian Georgino, President

RD #1, Box 46
Penfield, PA 15849

Tyler Blasting Co. c/o Z&H, Inc.	RD #1, Box 44 Penfield, PA 15849
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Z&H, Inc. c/o Lester Zartman, President	RD #1, Box 44 Penfield, PA 15849
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Northwest Savings Bank	108 Liberty Street PO Box 1793 Warren, PA 16365
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4. The name and address of the last record holder of every mortgage of record:

National City Bank of Pennsylvania	PLAINTIFF
---------------------------------------	-----------

General Electric Capital Corp.	44 Old Ridgebury Road Danbury, CT 06801
--------------------------------	--

5. The name and address of every other person who has any record lien on the property:

Clearfield Domestic Relations	230 E. Market Street, 3 rd floor Clearfield, PA 16830
-------------------------------	---

Clearfield Tax Claim Bureau	230 E. Market Street Clearfield, PA 16830
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PA Department of Revenue	Bureau of Individual Taxes Inheritance Tax Division, Dept. 280601 Harrisburg, PA 17128-0601
--------------------------	---

Commonwealth of Pennsylvania	Department of Welfare P.O. Box 2675 Harrisburg, PA 17105
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6. The name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

None

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

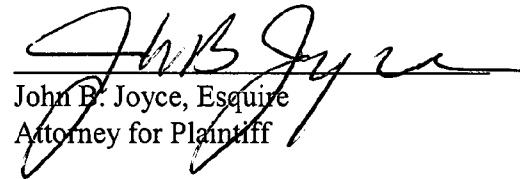
Tenant

124-P10-5
Township Route 17060
Morrisdale, PA 16858

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

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8th DAY OF March, 2005.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Elizabeth M. Paiano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 6, 2008

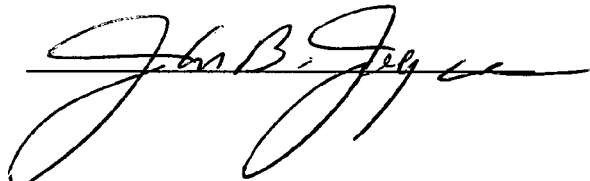
Member, Pennsylvania Association Of Notaries

8. Plaintiff was not required to send Defendants, Edward J. Hanslovan and Mary Hanslovan written notice of Plaintiff's intention to foreclose said Mortgage pursuant to 41 P.S. §403 (Act 6 of 1974) prior to the commencement of this action for the reasons that:

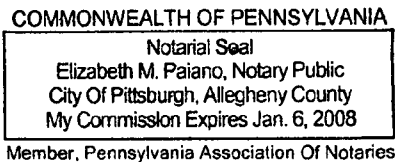
- (a) said Mortgage is not a "residential mortgage" as defined in 41 P.S. §101;
- (b) the Defendants are not "residential mortgage debtors" as defined in 41 P.S. §101; and
- (c) the mortgaged premises is not "residential real property" as defined in 41 P.S. §101.

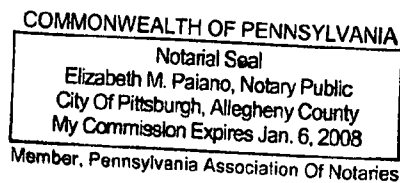
SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8th DAY OF March, 2005.




Notary Public





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

LONG FORM DESCRIPTION

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D.H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co.; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D.H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth ($40 \frac{1}{8}$) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths ($40 \frac{7}{8}$) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-above named piece and all the coal and other minerals reserved in deed of Vincent Flegal to Paul Quick, with all mining rights contained in deed of James T. Leonard to D.H. Waring and Vincent Flegal to Paul Quick.

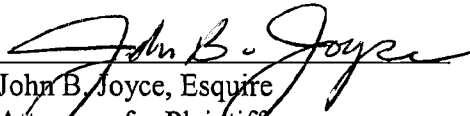
BEING the same premises which Alfred O. Myers and Theresa N. Myers granted and conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January 25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre southwesterly portion of the premises hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas G. Tate and Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being that part of the original Flegal or Pelton farm which lies to the southwest of the right-of-way of the Penn Central Railroad Co.

BEING the same premises conveyed by Hazel D. Sanderson to Edward J. Hanslovan, an individual, by her deed dated January 30, 1978 and recorded on January 30, 1978 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 754, page 104.

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 124-P10-5

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

) CIVIL DIVISION
)
) NO.: 04-498-CD
)
)
) **TYPE OF PLEADING:**
)
) **Pa. R.C.P. RULE 3129.2(c)(2)**
) **DEFENDANT/OWNER**
) **AFFIDAVIT OF SERVICE**
)
)
) FILED ON BEHALF OF PLAINTIFF:
)
) National City Bank of Pennsylvania
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) John B. Joyce, Esquire
) Pa. I.D. #68242
)
) GRENN & BIRSIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)

FILED *NO*
m) 1:4/16/ *cc*
JUN 24 2005 *@*

William A. Shaw
Prothonotary/Clerk of Courts

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE
DEFENDANTS/OWNERS

I, John B. Joyce, Esquire, attorney for Plaintiff, National City Bank of Pennsylvania, being duly sworn according to law deposes and makes the following Affidavit regarding service of Plaintiff's notice of the sale of real property in this matter on Defendants, Edward J. Hanslovan, Mary Hanslovan and the United States of America as follows:

1. Edward J. Hanslovan and Mary Hanslovan are the owners of the real property and have not entered appearances of record.

2. The United States of America holds a Federal Tax Lien on the real property as filed on May 15, 2003 in the Prothonotary's Office of Clearfield County, Pennsylvania, by the United States of America against Edward J. Hanslovan at FTL No. 2003-00734-CD, in the amount of \$53,894.19 and executed a Consent Judgment dated May 24, 2005.

3. The undersigned counsel served Defendant, Edward J. Hanslovan, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt

Sale Date: July 1, 2005

requested, restricted delivery. A true and correct copy of said Notice is marked **Exhibit "A"**, attached hereto and made a part hereof.

4. On or about May 20, 2005, Defendant, Edward J. Hanslovan, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked **Exhibit "B"**, attached hereto and made a part hereof.

5. The undersigned counsel served Defendant, Mary Hanslovan, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked **Exhibit "C"**, attached hereto and made a part hereof.

6. On or about May 20, 2005, Defendant, Mary Hanslovan, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail return receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked **Exhibit "D"**, attached hereto and made a part hereof.

7. The undersigned counsel served Defendant, the United States of America, with a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked **Exhibit "E"**, attached hereto and made a part hereof.

8. On or about May 20, 2005, Defendant, the United States of America, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form

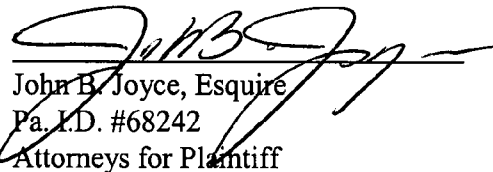
Sale Date: July 1, 2005

3811, certified mail return receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked **Exhibit "F"**, attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

GRENEN & BIRSIC, P.C.

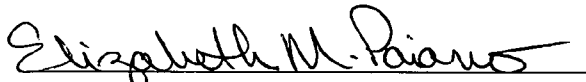
BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Plaintiff

One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO and SUBSCRIBED BEFORE ME

THIS 22nd DAY OF June, 2005.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Elizabeth M. Paiano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 6, 2008

Member, Pennsylvania Association Of Notaries

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Edward J. Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

**Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830**

on FRIDAY, JULY 1, 2005, at 10:00 A.M., the following described real estate, of which Edward J. Hanslovan and Mary Hanslovan are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action
of

National City Bank of Pennsylvania,

Plaintiff,

vs.

Edward J. Hanslovan and Mary Hanslovan
and United States of America,

Defendants,

at Execution Number 04-498-CD in the amount of \$233,721.10.

Claims against the property must be filed with the Sheriff before the above sale date.

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

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30)
days from sale date.

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

This paper is a notice of the date and time of the sale of your property. It has been issued
because there is a judgment against you. It may cause your property to be held or taken to pay the
judgment. You may have legal rights to prevent your property from being taken. A lawyer can
advise you more specifically of these rights. If you wish to exercise your rights, you must act
promptly.

**YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR
LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO
TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN
GET LEGAL ADVICE.**

**Lawyer Referral Services
David S. Meholick, Court Administrator
Clearfield Count Courthouse
Clearfield, PA 16830
(814) 765-2641**

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

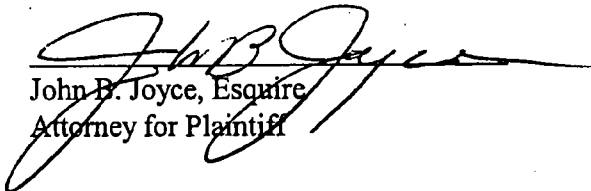
You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

LONG FORM DESCRIPTION

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D.H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co.; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D.H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth ($40 \frac{1}{8}$) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths ($40 \frac{7}{8}$) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-
above named piece and all the coal and other minerals reserved in deed of Vincent Flegal to Paul
Quick, with all mining rights contained in deed of James T. Leonard to D.H. Waring and Vincent
Flegal to Paul Quick.

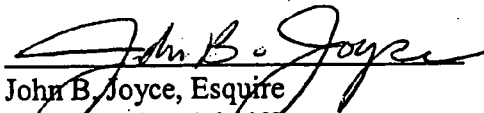
BEING the same premises which Alfred O. Myers and Theresa N. Myers granted and
conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January
25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson
having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre southwesterly portion of the premises
hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas G. Tate and
Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being
that part of the original Flegal or Pelton farm which lies to the southwest of the right-of-way of the
Penn Central Railroad Co.

BEING the same premises conveyed by Hazel D. Sanderson to Edward J. Hanslovan, an
individual, by her deed dated January 30, 1978 and recorded on January 30, 1978 in the Office of
the Recorder of Deeds of Clearfield County in Deed Book Volume 754, page 104.

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 124-P10-5

SEIZED, taken in execution to be sold as the property of EDWARD J. HANSLOVAN AND
MARY HANSLOVAN AND UNITED STATES OF AMERICA, at the suit of NATIONAL CITY BANK OF
PENNSYLVANIA. JUDGMENT NO. 04-498-CD

EXHIBIT “B”

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

For delivery information visit our website at www.usps.com

E. Hanslovan (Atty) 18-189 U.S. 8/12/05

NOS Postage	\$
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.50
Total Postage & Fees	\$

Postmark
Here

Sent To **Edward J. Hanslovan**
2021 Allport Cutoff
Morrisdale, PA 16858

PS Form 3800, U

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:

Edward J. Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☒ Addressee
E. Hanslovan
 B. Received by (Printed Name) C. Date of Delivery
Edward J. Hanslovan 8/12/05
 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

7004 2890 0000 6013 0376

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT “C”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Mary Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

on Friday, July 1, 2005, at 10:00 A.M., the following described real estate, of which Edward J. Hanslovan and Mary Hanslovan are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

National City Bank of Pennsylvania,

Plaintiff,

vs.

Edward J. Hanslovan and Mary Hanslovan
and United States of America,

Defendants,

at Execution Number 04-498-CD in the amount of \$233,721.10.

Claims against the property must be filed with the Sheriff before the above sale date.

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

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

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

This paper is a notice of the date and time of the sale of your property. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

**Lawyer Referral Services
David S. Meholick, Court Administrator
Clearfield Count Courthouse
Clearfield, PA 16830
(814) 765-2641**

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

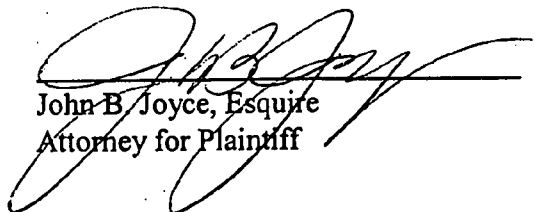
You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

LONG FORM DESCRIPTION

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D.H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co.; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D.H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth ($40 \frac{1}{8}$) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths ($40 \frac{7}{8}$) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-above named piece and all the coal and other minerals reserved in deed of Vincent Flegal to Paul Quick, with all mining rights contained in deed of James T. Leonard to D.H. Waring and Vincent Flegal to Paul Quick.

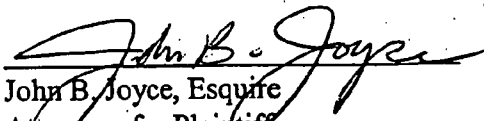
BEING the same premises which Alfred O. Myers and Theresa N. Myers granted and conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January 25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre southwesterly portion of the premises hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas G. Tate and Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being that part of the original Flegal or Pelton farm which lies to the southwest of the right-of-way of the Penn Central Railroad Co.

BEING the same premises conveyed by Hazel D. Sanderson to Edward J. Hanslovan, an individual, by her deed dated January 30, 1978 and recorded on January 30, 1978 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 754, page 104.

GRENN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 124-P10-5

SEIZED, taken in execution to be sold as the property of EDWARD J. HANSLOVAN AND MARY HANSLOVAN AND UNITED STATES OF AMERICA, at the suit of NATIONAL CITY BANK OF PENNSYLVANIA. JUDGMENT NO. 04-498-CD

EXHIBIT "D"

7004 2890 0000 6013 0383

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

For delivery information visit our website at www.usps.com

M. Hanslovan (ABU) 18-189 U.S. \$1.05

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Encorsement Required)	1.75
Restricted Delivery Fee (Encorsement Required)	3.50
Total Postage & Fees	\$ 8.15

Postmark
Here

Send To: Mary Hanslovan
 2021 Allport Cutoff
 Morrisdale, PA 16858

PS Form 3800, Ju

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:

Mary Hanslovan
 2021 Allport Cutoff
 Morrisdale, PA 16858

2. Article Number

(Transfer from service label)

7004 2890 0000 6013 0383

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Mary Hanslovan

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Mary Hanslovan

C. Date of Delivery

3/20/05

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

Domestic Return Receipt

102595-02-M-1540

EXHIBIT "E"

GRENN & BIRSIC, P.C.

ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

May 18, 2005

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Internal Revenue Service
Special Procedures Office
615 Chestnut Street
One Independence Parkway
Suite 1250
Philadelphia, PA 19106

**RE: National City Bank of Pennsylvania v. Edward J. Hanslovan and Mary
Hanslovan and United States of America
In the Court of Common Pleas of Clearfield County, Pennsylvania
Case No. 04-498-CD
Notice of Sheriff's Sale**

Dear Sir:

You are hereby notified pursuant to the Federal Tax Lien Act of 1966 (26 U.S.C.A. § 7425), that the real estate in which the above named individuals are the record owners, real estate known and numbered as 124-P10-5, Township Route 17060, Clearfield County, Morrisdale, PA 16858, will be sold at Sheriff's Sale by the Sheriff of Clearfield County on the 1st day of July, 2005, at 10:00 o'clock A.M. in the Sheriff's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16930. A detailed description of said real estate is attached to this notice of sale. Said sale will proceed pursuant to a levy by the Sheriff of Clearfield County. Which levy is predicated upon a Writ of Execution issued by the Prothonotary of Clearfield County on the 14th day of March, 2005, at Docket Number 04-498-CD.

The aforesaid property is subject to the following federal tax liens, which appear of record in the office of the Prothonotary of Clearfield County.

FTL 2003-00734-CD
Debt \$53,894.19
Filed May 15, 2003

Internal Revenue Service
Special Procedures Office
May 18, 2005
Page 2

The aforesaid liens are subordinate to a judgment against Defendant filed June 17, 2004 at Docket Number 04-498-CD

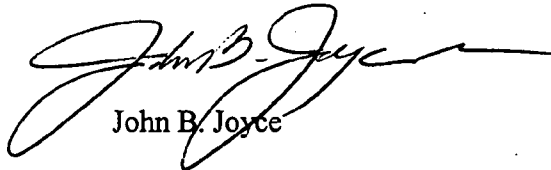
Execution is being issued on a judgment in favor of Plaintiff at Docket Number 04-498-CD.

The approximate obligation, including interest, owing to Plaintiff by Defendant is the sum of \$233,721.10 which is itemized as follows:

Principal	\$	177,480.77
Interest to 4/4/05	\$	41,931.33
Late Charges to 4/4/05	\$	250.00
Attorneys' Fees	\$	11,309.00
Title Search, Foreclosure and Execution Costs	\$	<u>2,750.00</u>
TOTAL	\$	233,721.10

The terms of the sheriff's sale are enclosed.

Very truly yours,



John B. Joyce

JBj/asl
Enclosures

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Edward J. Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858.

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

**Sheriff's Office
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830**

on FRIDAY, JULY 1, 2005, at 10:00 A.M., the following described real estate, of which Edward J. Hanslovan and Mary Hanslovan are the owners or reputed owners:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

National City Bank of Pennsylvania,

Plaintiff,

vs.

Edward J. Hanslovan and Mary Hanslovan
and United States of America,

Defendants,

at Execution Number 04-498-CD in the amount of \$233,721.10.

Claims against the property must be filed with the Sheriff before the above sale date.

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

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

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

This paper is a notice of the date and time of the sale of your property. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

**Lawyer Referral Services
David S. Meholick, Court Administrator
Clearfield Count Courthouse
Clearfield, PA 16830
(814) 765-2641**

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

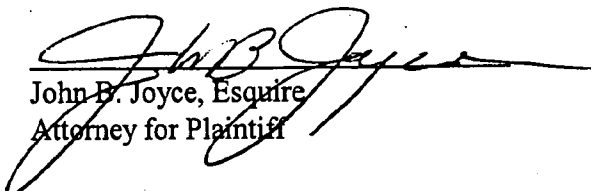
You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

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YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENNEN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

LONG FORM DESCRIPTION

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D.H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co.; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D.H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth ($40 \frac{1}{8}$) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths ($40 \frac{7}{8}$) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-above named piece and all the coal and other minerals reserved in deed of Vincent Flegal to Paul Quick, with all mining rights contained in deed of James T. Leonard to D.H. Waring and Vincent Flegal to Paul Quick.

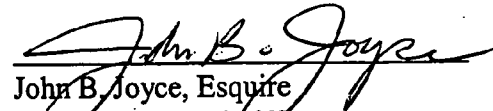
BEING the same premises which Alfred O. Myers and Theresa N. Myers granted and conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January 25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre southwesterly portion of the premises hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas G. Tate and Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being that part of the original Flegal or Pelton farm which lies to the southwest of the right-of-way of the Penn Central Railroad Co.

BEING the same premises conveyed by Hazel D. Sanderson to Edward J. Hanslovan, an individual, by her deed dated January 30, 1978 and recorded on January 30, 1978 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 754, page 104.

GRENN & BIRSIC, P.C.

By:



John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 124-P10-5

SEIZED, taken in execution to be sold as the property of EDWARD J. HANSLOVAN AND MARY HANSLOVAN AND UNITED STATES OF AMERICA, at the suit of NATIONAL CITY BANK OF PENNSYLVANIA, JUDGMENT NO. 04-498-CD

EXHIBIT “F”

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

IRS SPECIAL PROCEDURES OFFICE (NO USE)

Postage	\$.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.50
Total Postage & Fees	\$ 8.15

Postmark
Here

Sent To
 Internal Revenue Service
 Special Procedures Office
 615 Chestnut Street
 One Independence Parkway, Suite 1250
 Philadelphia, PA 19106

PS Form 3800, Jan 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:

Internal Revenue Service
 Special Procedures Office
 615 Chestnut Street
 One Independence Parkway, Suite 1250
 Philadelphia, PA 19106

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x m fupus

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-20

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

7004 2890 0000 6013 0390

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

National City Bank of Pennsylvania

COPY

Vs.

NO.: 2004-00498-CD

Edward Hanslovan and Mary Hanslovan,
and United States of America

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff(s) from EDWARD HANSLOVAN, MARY HANSLOVAN, and UNITED STATES OF AMERICA, Defendant(s):

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

(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:.....\$233,721.10
INTEREST to 4/4/05:.....\$41,931.33
PROTH. COSTS: \$
ATTY'S FEES:.....\$11,309.00
LATE CHARGES TO 4/4/05:.....\$250.00
DATE: 3/14/2005

PAID:.....\$145.00
SHERIFF: \$
OTHER COSTS: \$
TITLE SEARCH, FORECLOSURE,
and EXECUTION COSTS:.....\$2,750.00

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: John B. Joyce, Esq.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

Sheriff Docket #

15435

VS.

04-498-CD

HANSLOVAN, EDWARD J. at

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW APRIL 15, 2004 AT 8:21 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY HANSLOVAN, DEFENDANT AT RESIDENCE, 2021 ALLPORT CUTOFF, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY HANSLOVAN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW APRIL 15, 2004 AT 8:21 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD J. HANSLOVAN, DEFENDANT AT RESIDENCE, 2021 ALLPORT CUTOFF, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY HANSLOVAN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: MCCLEARY/NEVLING

NOW APRIL 14, 2004, PETER DEFAZIO, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT.

NOW ARIL 20, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON UNITED STATES OF AMERICA, DEFENDANT BY DEPUTIZING THE SHERIFF OF ALLEGHENY COUNTY. THE RETURN OF SHERIFF DEFAZIO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED AGENT FOR DEFENDANT.

Return Costs

Cost	Description
52.12	SHERIFF HAWKINS PAID BY: ATTY CK# 87420
30.00	SURCHARGE PAID BY: ATTY CK# 87421
50.00	ALLEGHENY CO. SHFF. PAID BY: ATTY CK# 87422
3.00	NOTARY PAID BY: ATTY CK# 87423

Sworn to Before Me This

So Answers,

17 Day Of May 2004
William A. Shaw

FILED

0 1:30 PM

MAY 17 2004

Chester A. Hawkins
by Maury Hump
Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary

4 FW

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET
PITTSBURGH, PA 15219-2496
PHONE (412) 350-4700
FAX (412) 350-6388

70743

PETER R. DEFAZIO
Sheriff

DENNIS SKOSNIK
Chief Deputy

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

CASE#: CA-04-498

VS.

DEFT: UNITED STATES OF AMERICA, et al.

EXPIRES:

- ☐ SUMMONS/PRAECIPE
- ☐ SEIZURE OR POSSESSION
- ☒ NOTICE AND COMPLAINT
- ☐ REVIVAL OR SCI FA
- ☐ INTERROGATORIES
- ☐ EXECUTION • LEVY OR GARNISHEE
- ☐ OTHER

DEFT:

DEFT:

GARNISHEE:

ADDRESS: US Attorney for the W.D. of PA, 400 US Post Office
and Courthouse, 700 Grant St., Pittsburgh, PA 15219

MUNICIPALITY OR CITY WARD: ATTY: John B. Joyce, Esq. - GRENN & BIRSIC, P.C.

DATE: April 8, 20 04 ADDRESS: One Gateway Center, 9th Floor

ATTY'S PHONE: (412) 281-7650 Pittsburgh, PA 15222

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ MAIL ☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED & STORED

NOW: April 14, 20 04 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at:

MAKE MODEL MOTOR NUMBER SERIAL NUMBER LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 20 day of APR, 20 04, at 400 o'clock, A.M./P.M. Address Above/Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) reside(s). Name & Relationship
- ☐ Adult in charge of Defendant's residence who refused to give name or relationship.
- ☐ Manager/other person authorized to accept deliveries of United States Mail
- ☒ Agent or person in charge of Defendant(s) office or usual place of business.

Nicole

☐ Other

☐ Property Posted

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

☐ Certified Mail ☐ Receipt ☐ Envelope Returned ☐ Neither receipt or envelope returned: writ expired

☐ Regular Mail Why

You are hereby notified that on _____, levy was made in the case of _____

Possession/Sale has been set for _____, 20 _____ at _____ o'clock

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS _____

Additional Costs Due \$ _____, This is placed on writ when returned to Prothonotary. Please check before satisfying case.

Affirmed and subscribed before me this day of APR 30 2004

Sheila R O'Brien Notary

Notarial Seal
Sheila R. O'Brien, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 19, 2004
Member, Pennsylvania Association of Notaries

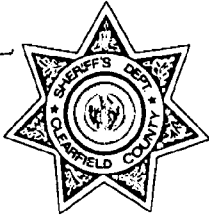
PETER R. DEFAZIO, Sheriff

BY: [Signature] (DEPUTY)

DISTRICT: 1

White Copy - Sheriff

Pink Copy - Attorney



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15435

NATIONAL CITY BANK OF PENNSYLVANIA

TERM & NO. 04-498-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

EDWARD J. HANSLOVAN al

SERVE BY: 05/12/2004

MAKE REFUND PAYABLE TO: GRENN & BIRSIC, P.C.

SERVE: UNITED STATES OF AMERICA

ADDRESS: US ATTY for Western Dist. of Pa, 400 US POST OFFICE & COURTHOUSE, 700 GRANT ST., PITTSBURGH 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF
ALLEGHENY COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 14th Day of
APRIL 2004

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

GRENN & BIRSIC, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
9TH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

**CLEARFIELD COUNTY SHERIFF
ORDER FOR SERVICE**

Re:

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

CIVIL DIVISION

NO.: 04-498-4

vs.

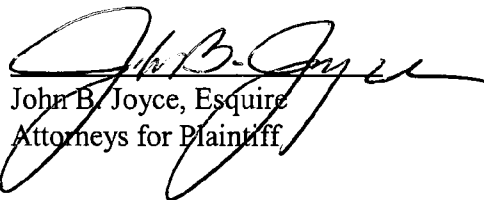
EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

Please deputize the Sheriff of Allegheny County, Pennsylvania to serve the Defendant,
UNITED STATES OF AMERICA, with the **COMPLAINT IN MORTGAGE FORECLOSURE**
at **US ATTORNEY FOR THE WESTERN DISTRICT OF PA, 400 US POST OFFICE AND**
COURTHOUSE, 700 GRANT STREET, PITTSBURGH, PA 15219.

GRENN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff

FILED

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

MAY 24 2004

NATIONAL CITY BANK OF PENNSYLVANIA)

Plaintiff,)

v.)

EDWARD J. HANSLOVAN and)

MARY HANSLOVAN and)

UNITED STATES OF AMERICA,)

Defendants.)

William A. Shaw
Prothonotary

NO. 04-498-CD

CONSENT JUDGMENT

AND NOW, to wit, this 24 day of May,
2004, it appearing that counsel for plaintiff and counsel for
defendant, United States of America, have consented to the entry
of the within Order on behalf of their respective clients, it is
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered
in favor of the plaintiff and against the United States of
America for foreclosure of the mortgage of plaintiff in the
within cause and for sale of the mortgaged property of
defendant(s) EDWARD J. HANSLOVAN & MARY HANSLOVAN.

It is further ORDERED, ADJUDGED and DECREED that defendant,
United States of America, shall be notified by plaintiff of the
date, time and place scheduled for any sheriff's sale of the real
property of the aforesaid defendant(s); that the United States of
America shall be entitled to payment from the proceeds of the
sheriff's sale to the extent its proper priority would entitle it
to the same; and that the United States of America shall be

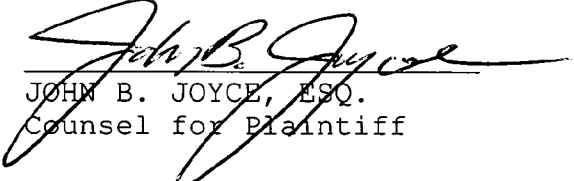
entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.


Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:

_____.J.

Consented to by:


JOHN B. JOYCE, ESQ.
Counsel for Plaintiff


MICHAEL C. COLVILLE
Assistant U.S. Attorney
Counsel for Defendant
United States of America

FILED

M. R. O'Neil
REC'D
MAY 24 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

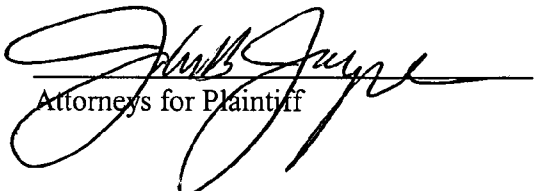
I hereby certify that the address of the
Plaintiff is:

116 Allegheny Center
Pittsburgh, PA 15212

the last known address of Defendants is:

2021 Allport Cutoff
Morrisdale, PA 16858

GRENN & BIRSIC, P.C.


Attorneys for Plaintiff

) CIVIL DIVISION

) NO.: 04-498-CD

) ISSUE NO.:

) TYPE OF PLEADING:

) **PRAECIPE FOR DEFAULT**
) **JUDGMENT AS TO DEFENDANTS**
) **EDWARD J. HANSLOVAN AND**
) **MARY HANSLOVAN, ONLY**
) **(Mortgage Foreclosure)**

) FILED ON BEHALF OF PLAINTIFF:

) National City Bank of Pennsylvania

) COUNSEL OF RECORD FOR THIS
) PARTY:

) John B. Joyce, Esquire
) Pa. I.D. #68242

) GRENN & BIRSIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650

FILED

JUN 17 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

CIVIL DIVISION

NO.: 04-498-CD

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

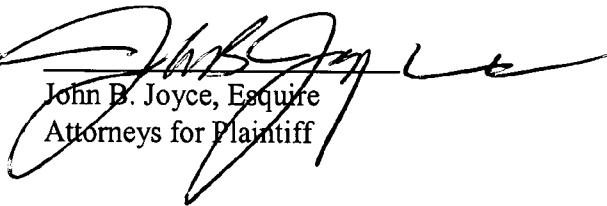
Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Edward J. Hanslovan and Mary J. Hanslovan, *only*, in the amount of \$208,625.04, which is itemized as follows:

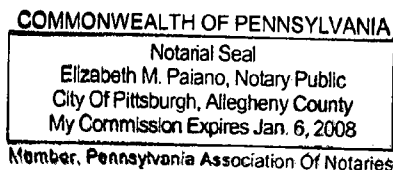
Principal	\$	177,480.77
Interest to 6/14/04	\$	21,594.41
Late Charges to 5/25/04	\$	250.00
Attorneys' Fees	\$	6,549.86
Title Search, Foreclosure and Execution Costs	\$	<u>2,750.00</u>
TOTAL	\$	208,625.04

with interest on the Principal sum at the rate of \$61.63 per diem, and additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Attorneys for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF PENNSYLVANIA,)	CIVIL DIVISION
)	
Plaintiff,)	NO.: 04-498-CD
)	
vs.)	
)	
EDWARD J. HANSLOVAN and MARY)	
HANSLOVAN and UNITED STATES OF)	
AMERICA,)	
)	
Defendants.)	

TO: Edward J. Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858

DATE OF NOTICE: May 14, 2004

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

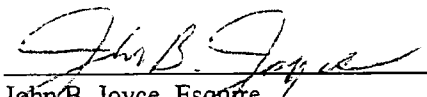
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext 5982

GRENNEN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF PENNSYLVANIA,)	CIVIL DIVISION
)	
Plaintiff,)	NO.: 04-498-CD
)	
vs.)	
)	
EDWARD J. HANSLOVAN and MARY)	
HANSLOVAN and UNITED STATES OF)	
AMERICA,)	
)	
Defendants.)	

TO: Mary Hanslovan
2021 Allport Cutoff
Morrisdale, PA 16858

DATE OF NOTICE: May 14, 2004

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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.

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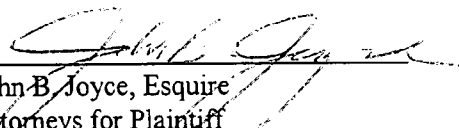
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PENNSYLVANIA LAWYER REFERRAL SERVICE

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext 5982

GRENNEN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

FILED
M 221 no pd 20.07
Notice to
Student Attorney
JUN 17 2004

U.S. DEPARTMENT OF JUSTICE

U.S. DEPARTMENT OF JUSTICE

U.S. DEPARTMENT OF JUSTICE

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

National City Bank of Pennsylvania
Plaintiff(s)

No.: 2004-00498-CD

Real Debt: \$208,625.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Edward Hanslovan
Mary Hanslovan
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 17, 2004

Expires: June 17, 2009

Certified from the record this 17th day of June, 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

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

) CIVIL DIVISION
)
) NO.: 04-498-CD
)
)
) **TYPE OF PLEADING:**
)
) **SUPPLEMENTAL AFFIDAVIT**
) **PURSUANT TO RULE 3129.1**
)
)
) FILED ON BEHALF OF PLAINTIFF:
)
) National City Bank of Pennsylvania
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) John B. Joyce, Esquire
) Pa. I.D. No.: 68242
)
) GRENN & BIRSIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)

FILED *no cc*
m 11:46 AM
JUN 24 2005 *@*

William A. Shaw
Prothonotary/Clerk of Courts

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

National City Bank of Pennsylvania, Plaintiff in the above-captioned action files the instant Supplemental Affidavit Pursuant to Rule 3129.1. The information identified below is in addition to the information previously identified in the Affidavit Pursuant to Rule 3129.1.

As of the date that the Praecipe for Writ of Execution was filed, the information set forth below was of record concerning the real property of Defendants, Edward J. Hanslovan and Mary Hanslovan, located at 124-P10-5, Township Route 17060, Morrisdale, PA 16858, and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

Sale Date: July 1, 2005

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

Ed Hanslovan Coal Company, Inc.	RR 2, Box 230
Attn: Edward J. Hanslovan, President	Morrisdale, PA 16858

Ed Hanslovan Coal Company, Inc.	RR 2, Box 230
Attn: Mary Hanslovan, Secretary	Morrisdale, PA 16858

King Coal Sales, Inc.	P.O. Box 712
Attn: President	Philipsburg, PA 16866

King Coal Sales, Inc.	P.O. Box 712
Attn: John Decker, President	Philipsburg, PA 16866

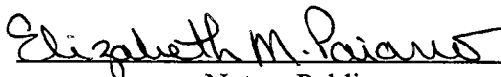
King Coal Sales, Inc.	Intersection of Rte. 255 & Rte. 153
Attn: John Decker, President	Penfield, PA 15849

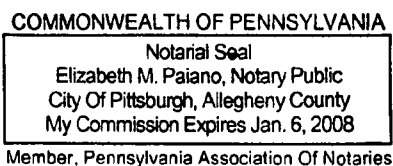
I verify that the statements made in the Supplemental Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.


John B. Joyce, Esquire
Attorneys for Plaintiff

SWORN TO and SUBSCRIBED BEFORE ME

THIS 22nd DAY OF June, 2005.


Notary Public



Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

) CIVIL DIVISION
)
) NO.: 04-498-CD
)
)
) TYPE OF PLEADING:
)
) Pa. R.C.P. RULE 3129.2(c)(2)
) LIENHOLDER AFFIDAVIT OF
) SERVICE
)
)
) FILED ON BEHALF OF PLAINTIFF:
)
) National City Bank of Pennsylvania
)
)
) COUNSEL OF RECORD FOR THIS
) PARTY:
)
) John B. Joyce, Esquire
) Pa. I.D. #68242
)
) GRENN & BIRSIC, P.C.
) One Gateway Center, 9th Floor
) Pittsburgh, PA 15222
) (412) 281-7650
)

FILED
mjl:466d NO
JUN 24 2005 ce

William A. Shaw
Prothonotary/Clerk of Courts

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

Pa. R.C.P. RULE 3129.2(c)(2)
LIENHOLDER AFFIDAVIT OF SERVICE

I, John B. Joyce, Esquire, attorney for Plaintiff, National City Bank of Pennsylvania, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 (AS WELL AS ALL PERSONS NAMED IN PLAINTIFF'S SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1) as follows:

1. By letters dated May 18, 2005 and May 23, 2005, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked **Exhibit "A"**, attached hereto, and made a part hereof.

2. Undersigned counsel obtained a U.S. Postal Service Form 3877 Certificate of Mailing - Firm Sheet for each letter. True and correct copies of the Certificates of Mailing - Firm Sheet and any letters, if returned as of this date, are marked collectively as **Exhibit "B"**, attached hereto and made a part hereof.

Sale Date: July 1, 2005

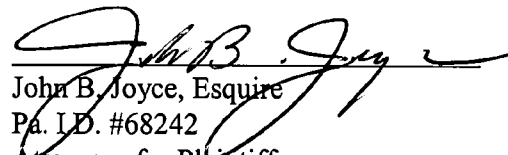
3. By letters dated May 23, 2005, undersigned counsel served the persons named in Plaintiff's Supplemental Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Supplemental Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Supplemental Affidavit Pursuant to Rule 3129.1 is marked **Exhibit "C"**, attached hereto, and made a part hereof.

4. Undersigned counsel obtained a U.S. Postal Service Form 3877 Certificate of Mailing - Firm Sheet for the letter set forth in Paragraph 3 herein. A true and correct copy of the Certificate of Mailing - Firm Sheet and said letter, if returned as of this date, are marked collectively as **Exhibit "D"**, attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

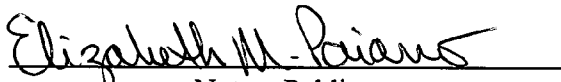
GRENN & BIRSIC, P.C.

BY:


John B. Joyce, Esquire
Pa. I.D. #68242
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

SWORN TO and SUBSCRIBED BEFORE ME

THIS 22nd DAY OF June, 2005.


Notary Public

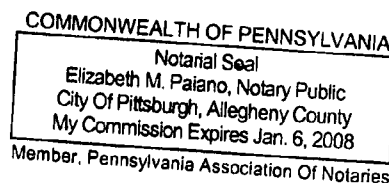


EXHIBIT "A"

NATIONAL CITY BANK OF
PENNSYLVANIA.

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA.

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

National City Bank of Pennsylvania, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information was of record concerning the real property of Edward J. Hanslovan and Mary Hanslocan located at 124-P10-5, Township Route 17060, Morrisdale, PA 16858 and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN
AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

1. The name and address of the owners or reputed owners:

Edward J. Hanslován

2021 Allport Cutoff
Morrisdale, PA 16858

Mary Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

2. The name and address of the defendants in the judgment:

Edward J. Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

Mary Hanslovan

2021 Allport Cutoff
Morrisdale, PA 16858

Internal Revenue Service
US Attorney for the Western
District of PA

400 US Post Office and Courthouse
700 Grant Street
Pittsburgh, PA 15219

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

National City Bank of
Pennsylvania

PLAINTIFF

Orix Financial Services, Inc.

2000 N. Racine Avenue
Chicago, IL 60614

Anderson Equipment Company
c/o Richard Anderson, President

1000 Washington Pike
Bridgeville, PA 15017

Internal Revenue Service
c/o US Attorney for the Western
District of PA

400 US Post Office and Courthouse
700 Grant Street
Pittsburgh, PA 15219

Midatlantic Financial, Inc.
c/o Scott Lesnett, President

100 E. McMurray Road
McMurray, PA 15317

Midatlantic Financial, Inc.
c/o Scott Lesnett, President

123 Alexander Drive
McMurray, PA 15317

Tyler Blasting Co.
c/o Damian Georgino, President

RD #1
Penfield, PA 15849

Tyler Blasting Co.
c/o Damian Georgino, President

RD #1, Box 46
Penfield, PA 15849

Tyler Blasting Co.
c/o Z&H, Inc.

RD #1, Box 44
Penfield, PA 15849

Z&H, Inc.
c/o Lester Zartman, President

RD #1, Box 44
Penfield, PA 15849

Northwest Savings Bank

108 Liberty Street
PO Box 1793
Warren, PA 16365

4. The name and address of the last record holder of every mortgage of record:

National City Bank of
Pennsylvania

PLAINTIFF

General Electric Capital Corp.

44 Old Ridgebury Road
Danbury, CT 06801

5. The name and address of every other person who has any record lien on the property:

Clearfield Domestic Relations

230 E. Market Street, 3rd floor
Clearfield, PA 16830

Clearfield Tax Claim Bureau

230 E. Market Street
Clearfield, PA 16830

PA Department of Revenue

Bureau of Individual Taxes
Inheritance Tax Division, Dept. 280601
Harrisburg, PA 17128-0601

Commonwealth of Pennsylvania

Department of Welfare
P.O. Box 2675
Harrisburg, PA 17105

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

None

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

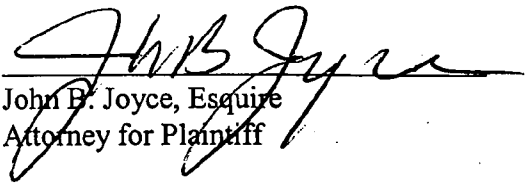
Tenant

124-P10-5
Township Route 17060
Morrisdale, PA 16858

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


GRENEN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 8th DAY OF March, 2005.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Elizabeth M. Paiano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 6, 2008

Member, Pennsylvania Association Of Notaries

EXHIBIT "B"

8-189

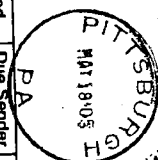
GREEN & BIRSIC
ONE GATEWAY CENTER, NINE WEST
PITTSBURGH, PA. 15222

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt



2.40

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	Fee	Fee	Fee	Fee	Fee	Fee
1.	Clearfield Domestic Relations 230 E. Market Street, 3 rd floor Clearfield, PA 16830	.37	.30										
2.	PA Department of Revenue Bureau of Individual Taxes Inheritance Tax Division Dept. 280601 Harrisburg, PA 17128-0601	.37	.30										
3.	Commonwealth of PA Dept. of Welfare P.O. Box 2675 Harrisburg, PA 17105	.37	.30										
4.	Clearfield Tax Claim Bureau 230 E. Market Street Clearfield, PA 16830	.37	.30										
5.	Orix Financial Services, Inc. 2000 N. Racine Avenue Chicago, IL 60614	.37	.30										
6.	Anderson Equipment Company c/o Richard Anderson, President 1000 Washington Pike Bridgeville, PA 15017	.37	.30										
7.	Internal Revenue Service c/o US Attorney for the Western Dist of PA 400 US Post Office and Courthouse 700 Grant Street Pittsburgh, PA 15219	.37	.30										
8.	Midatlantic Financial, Inc. c/o Scott Lesnett, President 100 E. McMurray Road McMurray, PA 15317	.37	.30										

Total Number of Pieces
Listed by Sender

Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

18-189

ASL

Name and Address of Sender
Grenen & Birsic, PC.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Check type of mail or service:

☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured

☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
**Postmark and
 Date of Receipt**



PA
 MAY 13 2005
 5452050

1.50
U.S. POSTAGE

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured by Sender	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Midatlantic Financial, Inc. c/o Scott Lesnett, President 123 Alexander Drive McMurray, PA 15317	.37	.30								
2	Tyler Blasting Co. c/o Damian Georgino, President RD #1 Penfield, PA 15849	.37	.30								
4.	Tyler Blasting Co. c/o Damian Georgino, President RD #1, Box 46 Penfield, PA 15849	.37	.30								
5	Tyler Blasting Co. c/o Z&H, Inc. RD #1, Box 44 Penfield, PA 15849	.37	.30								
6.	Z&H, Inc. c/o Lester Zartman, President RD #1, Box 44 Penfield, PA 15849	.37	.30								
8.											

Total Number of Pieces Listed by Sender: **5**
 Total Number of Pieces Received at Post Office: **5**

Postmaster, Per (Name of receiving employee)
[Signature]

Complete by Typewritten Ink, or Ball Point Pen
 See Privacy Act Statement on Reverse

18-189

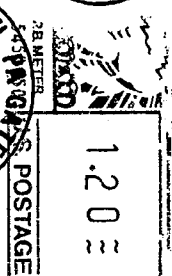
ASL

Name and Address of Sender
Grenen & Birsic, P.C.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Send if COD	DC Fee	SC Fee	ST Fee	RD Fee	RR Fee
1. Ed Hanslovian Coal Company, Inc. Attn: President	RR 2, Box 230 Morrisdale, PA 16858	.37	.30									
2. Tenant	124-P10-5 Township Route 17060 Morrisdale, PA 16858	.37	.30									
3. General Electric Capital Corp. Attn: President	44 Old Ridgebury Road Danbury, CT 06801	.37	.30									
4. Northwest Savings Bank Attn: President	108 Liberty Street PO Box 1793 Warren, PA 16365	.37	.30									
5.												
6.												
7.												
8.												

Total Number of Pieces Listed by Sender: 9

Total Number of Pieces Received at Post Office: 9

Postmaster, Per (Name of receiving employee): B. J. Jorg

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

John B. Joyce, Esquire
GREENEN & BIRSIC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

18-189

JS

Midatlantic Financial, Inc.
C/o Scott Lesnet, President
100 E. McMurray Road
McMurray, PA 15317



PM METER
5452050

U.S. POSTAGE

37

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

☐ OTHER

RTS
RETURN TO SENDER

John B. Joyce, Esquire
GREENEN & BIRSIC, P.C.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222

18-189

NSN

Tenant
124-P10-5
Township Route 17060
Morrisdale, PA 16858

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

☐ OTHER

RTS
RETURN TO SENDER



PM METER
5452050

U.S. POSTAGE

37

15222-1411 02

15222-1411 02

EXHIBIT “C”

Sale Date: July 1, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

) CIVIL DIVISION

)

) NO.: 04-498-CD

)

)

) **TYPE OF PLEADING:**

)

) **SUPPLEMENTAL AFFIDAVIT**

) **PURSUANT TO RULE 3129.1**

)

)

) **FILED ON BEHALF OF PLAINTIFF:**

)

) National City Bank of Pennsylvania

)

)

) **COUNSEL OF RECORD FOR THIS**

) **PARTY:**

)

) John B. Joyce, Esquire

) Pa. I.D. No.: 68242

)

) **GRENNEN & BIRSIC, P.C.**

) **One Gateway Center, 9th Floor**

) **Pittsburgh, PA 15222**

) **(412) 281-7650**

)

Plaintiff,

VS.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

National City Bank of Pennsylvania, Plaintiff in the above-captioned action files the instant Supplemental Affidavit Pursuant to Rule 3129.1. The information identified below is in addition to the information previously identified in the Affidavit Pursuant to Rule 3129.1.

As of the date that the Praeceptum for Writ of Execution was filed, the information set forth below was of record concerning the real property of Defendants, Edward J. Hanslovan and Mary Hanslovan, located at 124-P10-5, Township Route 17060, Morrisdale, PA 16858, and is more fully described as follows:

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF EDWARD J. HANSLOVAN AND MARY HANSLOVAN OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE TOWNSHIP OF MORRIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA. HAVING ERECTED THEREON A DWELLING BEING KNOWN AND NUMBERED AS 124-P10-5, TOWNSHIP ROUTE 17060, MORRISDALE, PA 16858. DEED BOOK VOLUME 754, PAGE 104, PARCEL NUMBER 124-P10-5.

Sale Date: July 1, 2005

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

Ed Hanslovan Coal Company, Inc.	RR 2, Box 230
Attn: Edward J. Hanslovan, President	Morrisdale, PA 16858

Ed Hanslovan Coal Company, Inc.	RR 2, Box 230
Attn: Mary Hanslovan, Secretary	Morrisdale, PA 16858

King Coal Sales, Inc.	P.O. Box 712
Attn: President	Philipsburg, PA 16866

King Coal Sales, Inc.	P.O. Box 712
Attn: John Decker, President	Philipsburg, PA 16866

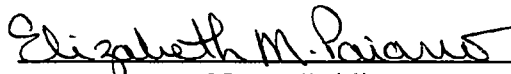
King Coal Sales, Inc.	Intersection of Rte. 255 & Rte. 153
Attn: John Decker, President	Penfield, PA 15849

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


John B. Joyce, Esquire
Attorneys for Plaintiff

SWORN TO and SUBSCRIBED BEFORE ME

THIS 22nd DAY OF June, 2005.


Notary Public

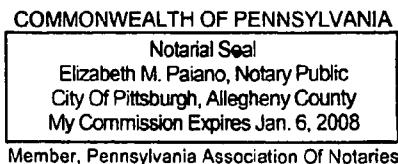


EXHIBIT "D"

A5C
18-189

Name and Address of Sender
Grenen & Binsic, PC.
One Gateway Center, Nine West
Pittsburgh, PA 15222

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt



PS Form 3877, February 2002 (Page 1 of 2)

1.80

PS Form 3877, February 2002 (Page 1 of 2)

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	Domestic Mail Fee	Postage	Insurance	Signature Confirmation	Registered	Return Receipt for Merchandise	Signature Confirmation
1. Ed Hanslovian Coal Company, Inc. Attn: Edward J. Hanslovian, President	RR 2, Box 230 Morrisdale, PA 16858	.37	.30											
2. Ed Hanslovian Coal Company, Inc. Attn: Mary Hanslovian, Secretary	RR 2, Box 230 Morrisdale, PA 16858	.37	.30											
3. King Coal Sales, Inc. Attn: President	P.O. Box 712 Philipsburg, PA 16866	.37	.30											
4. King Coal Sales, Inc. Attn: John Decker, President	P.O. Box 712 Philipsburg, PA 16866	.37	.30											
5. King Coal Sales, Inc. Attn: John Decker, President	Intersection of Rte. 255 & Rte. 153 Penfield, PA 15849	.37	.30											
6. Many Emarzadeh, Esquire REED SMITH, LLP	435 Sixth Avenue Pittsburgh, PA 15219	.37	.30											
8.														

Total Number of Pieces Listed by Sender

6

Total Number of Pieces Received at Post Office

6

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

John B. Joyce, Esquire
GREENEN & BIRSIC, P.C.
O. Gateway Center, 9th Floor
Pittsburgh, PA 15222

18-189

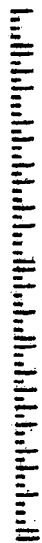


Delivery is being attempted. If
not for this address, Please
return to your mail box without
writing on the piece. Thank You
United States Postal Service

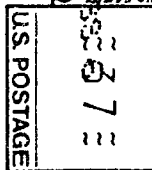
☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN ☐ OTHER
☒ S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD



15222/1435



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P.B. METER
5452050



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20122
NO: 04-498-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

vs.

DEFENDANT: EDWARD J. HANSLOVAN AND MARY HANSLOVAN AND UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/15/2005

LEVY TAKEN 05/27/2005 @ 8:44 AM

POSTED 05/27/2005 @ 9:15 AM

SALE HELD 07/01/2005

SOLD TO GEOTECH ENGINEERING, INC.

SOLD FOR AMOUNT \$51,000.00 PLUS COSTS

WRIT RETURNED 07/26/2005

DATE DEED FILED 07/26/2005

PROPERTY ADDRESS 2061 ALLPORT CUTOFF MORRISDALE , PA 16858

FILED

05/27/2005
JUL 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

05/23/2005 @ 9:59 AM SERVED EDWARD J. HANSLOVAN

SERVED EDWARD J. HANSLOVAN, DEFENDANT, AT HIS RESIDENCE 2021 ALLPORT CUTOFF, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD J. HANSLOVAN

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.

05/23/2005 @ 9:59 AM SERVED MARY HANSLOVAN

SERVED MARY HANSLOVAN, DEFENDANT, AT HER RESIDENCE 2021 ALLPORT CUTOFF, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY HANSLOVAN

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.

05/25/2005 @ SERVED UNITED STATES OF AMERICA, US DEPT OF JUSTICE

SERVED UNITED STATES OF AMERICA, U.S. ATTORNEY OFFICE ROOM 633, US COURTHOUSE & POSTOFFICE PITTSBURGH PA BY REG & CERT MAIL SIGNED FOR BY UNKNOWN SIGNATURE (SCOTT K) CERT #70041350000496725948

05/31/2005 @ SERVED UNITED STATES OF AMERICA, US ATTORNEY GENERAL

SERVED UNITED STATES OF AMERICA, US ATTORNEY GENERAL C/O DEPARTMENT OF JUSTICE, 10TH & CONSTITUTION BLVD NW ROOM 440 WASHINGTON DC BY REG & CERT MAIL SIGNED FOR BY ERNEST PARKS CERT #70041350000496725979

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20122
NO: 04-498-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA

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Execution REAL ESTATE

SHERIFF RETURN


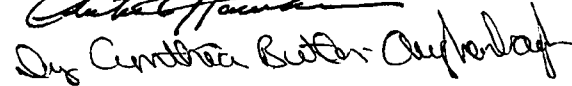
SHERIFF HAWKINS \$1,251.00

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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

National City Bank of Pennsylvania

Vs.

NO.: 2004-00498-CD

Edward Hanslovan and Mary Hanslovan,
and United States of America

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff(s) from EDWARD HANSLOVAN, MARY HANSLOVAN, and UNITED STATES OF AMERICA, Defendant(s):

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

See Attached Description

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

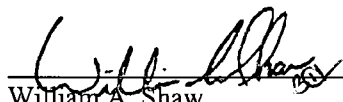
Garnishee(s) as follows:

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:.....\$233,721.10
INTEREST to 4/4/05:.....\$41,931.33
PROTH. COSTS: \$
ATTY'S FEES:.....\$11,309.00
LATE CHARGES TO 4/4/05:.....\$250.00
DATE: 3/14/2005

PAID:.....\$145.00
SHERIFF: \$
OTHER COSTS: \$
TITLE SEARCH, FORECLOSURE,
and EXECUTION COSTS:.....\$2,750.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 15th day
of March A.D. 2005
At 11:30 A.M./P.M.

Charles A. Haurakis
Sheriff by Cynthia Butler-Ayhancaugh

Requesting Party: John B. Joyce, Esq.
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA,

CIVIL DIVISION

NO.: 04-498-CD

Plaintiff,

vs.

EDWARD J. HANSLOVAN and MARY
HANSLOVAN and UNITED STATES OF
AMERICA,

Defendants.

LONG FORM DESCRIPTION

ALL those certain lots or pieces of ground situate in the Township of Morris, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at post corner of David Bailey, D.H. Waring and John Quick lands; thence north five (5) degrees forty-five (45) minutes east one thousand seven hundred sixty-six (1766) feet along line of John Quick, William Quick and John Hoover lands to post corner of John Hill lands; thence south eighty-four (84) degrees forty-one (41) minutes east twenty hundred seventy-two (2072) feet along line of said John Hill land to post corner of Mike Belbos lands; thence south five (5) degrees twenty (20) minutes west nine hundred eight (908) feet along land of Edward Davis to post on western line of New York Central Railroad Co.; thence along line of same south seventy-four (74) degrees twenty (20) minutes east fifty-one (51) feet to a post; thence south seven (7) degrees west forty-seven (47) feet to post on public road; thence along line of same north eighty-one (81) degrees forty-five (45) minutes west forty-three (43) feet to a post corner, land of James Heane; thence along line of same and land of Willard Hollobaugh and Mike Sobold south five (5) degrees fifteen (15) minutes west eight hundred nineteen (819) feet to post corner of land of David Bailey; thence along line of David Bailey-Morrisdale Cemetery Co. north eighty-four (84) degrees forty (40) minutes west nineteen hundred eighty-nine (1989) feet to post and place of beginning. Containing eighty-two (82) acres sixty-four (64) perches subject to the right-of-way of the New York Central Railroad containing four (4) acres one hundred seven (107) perches, net.

THE SECOND THEREOF: BEGINNING at stone corner of John Quick, D.H. Waring and David Bailey lands; thence along said Bailey lands south forty and one-eighth ($40 \frac{1}{8}$) rods to post corner of land of Mrs. Laura Mull and Julia Hale; thence along line of same west thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to post corner of land of John Quick; thence along line of same north forty and seven-eighths ($40 \frac{7}{8}$) rods to post corner of said Quick lands; thence along line of same east thirty-nine and one-eighth ($39 \frac{1}{8}$) rods to stone and place of beginning. Containing ten (10) acres.

EXCEPTING AND RESERVING, however, out of the same all the coal under the first-above named piece and all the coal and other minerals reserved in deed of Vincent Flegal to Paul Quick, with all mining rights contained in deed of James T. Leonard to D.H. Waring and Vincent Flegal to Paul Quick.

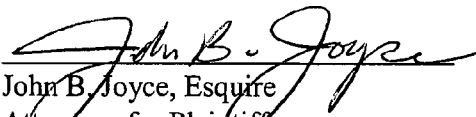
BEING the same premises which Alfred O. Myers and Theresa N. Myers granted and conveyed to Albert L. Sanderson and Hazel D. Sanderson, husband and wife, by deed dated January 25, 1935, recorded at Clearfield in Deed Book No. 309, page 374. The said Albert L. Sanderson having died, the entire title vested by survivorship in Hazel D. Sanderson, the grantor herein.

THE THIRD THEREOF: The two (2) acre southwesterly portion of the premises hereinbefore conveyed by Albert L. Sanderson and Hazel D. Sanderson to Thomas G. Tate and Kathleen S. Tate by deed dated June 10, 1970, and recorded in Deed Book No. 699, page 326, being that part of the original Flegal or Pelton farm which lies to the southwest of the right-of-way of the Penn Central Railroad Co.

BEING the same premises conveyed by Hazel D. Sanderson to Edward J. Hanslovan, an individual, by her deed dated January 30, 1978 and recorded on January 30, 1978 in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 754, page 104.

GRENEN & BIRSIC, P.C.

By:


John B. Joyce, Esquire
Attorneys for Plaintiff
One Gateway Center, 9th Floor
Pittsburgh, PA 15222
(412) 281-7650

Parcel No. 124-P10-5

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:

UNITES STATES OF AMERICA
U.S. ATTORNEY OFFICE
ROOM 633
U.S. COURTHOUSE AND POST OFFICE
PITTSBURGH, PA 15219

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-25-03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

**U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$4.66



Sent To
UNITED STATES OF AMERICA
ATTORNEY GENERAL
C/O DEPARTMENT OF JUSTICE
10TH AND CONSTITUTION BLVD N.W., ROOM 440
WASHINGTON, DC 20530

PS Form 3800, June 2002

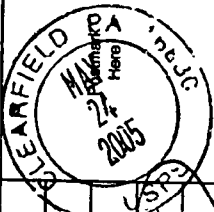
See Reverse for Instructions

**U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees \$4.66



Sent To
UNITES STATES OF AMERICA
U.S. ATTORNEY OFFICE
ROOM 633
U.S. COURTHOUSE AND POST OFFICE
PITTSBURGH, PA 15219

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

UNITED STATES OF AMERICA
ATTORNEY GENERAL
C/O DEPARTMENT OF JUSTICE
10TH AND CONSTITUTION BLVD N.W., ROOM 440
WASHINGTON, DC 20530

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDWARD J. HANSLOVAN

NO. 04-498-CD

NOW, July 26, 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 July 01, 2005, I exposed the within described real estate of Edward J. Hanslovan And Mary Hanslovan And United States Of America to public venue or outcry at which time and place I sold the same to GEOTECH ENGINEERING, INC. he/she being the highest bidder, for the sum of \$51,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00
SERVICE	15.00
MILEAGE	10.53
LEVY	15.00
MILEAGE	10.53
POSTING	15.00
CSDS	10.00
COMMISSION	1,020.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	51,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	80.00
TOTAL SHERIFF COSTS	\$1,331.00

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	1,857.06
TOTAL DEED COSTS	\$1,888.06

DEBT-AMOUNT DUE	177,480.77
INTEREST @ %	0.00
FROM TO 07/01/2005	

PROTH SATISFACTION	
LATE CHARGES AND FEES	250.00
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	2,750.00
ATTORNEY COMMISSION	11,309.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	41,931.33
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$233,801.10

COSTS:

ADVERTISING	232.00
TAXES - COLLECTOR	338.47
TAXES - TAX CLAIM	1,979.12
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,888.06
SHERIFF COSTS	1,331.00
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$6,220.65

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