

04-648-CD.  
DEPOSIT BANK, et al. vs. SHANNON R. WATSON

**Deposit Bank et al vs Shannon Watson**  
**2004-648-CD**

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - 648- C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, : TYPE OF PLEADING: COMPLAINT  
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

MAY 11 2004

William A. Shaw  
Prothonotary

7-8-04 Document  
Reinstated/Released to Sheriff/Attorney  
for service.  
Deputy Prothonotary

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

NOTICE

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

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

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

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

|   |   |                                       |
|---|---|---------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK, | : | NO. 04 - C.D.                         |
| PLAINTIFF                                     | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.   | : |                                       |
| SHANNON R. WATSON,                            | : |                                       |
| DEFENDANT                                     | : |                                       |

**COMPLAINT**

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

1. Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **SHANNON R. WATSON**, is an adult individual with a last known address at RR#1, Box 89, Mahaffey, Clearfield County, Pennsylvania 15757.
3. On December 13, 1995, Defendant executed and delivered to Plaintiff a Mortgage and a Promissory Note upon the premises hereinafter described, which Mortgage was recorded on December 15, 1995 in Clearfield County Deed and Record Book Volume 1725, page 14. True and correct copies of the Mortgage and Promissory

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

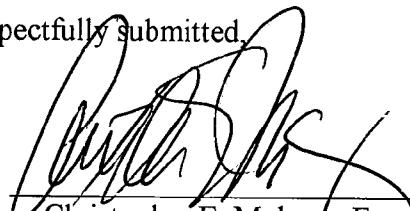
4. Said mortgage has not been assigned.
5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendant on August 4, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.
6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendant and the Defendant has not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendant has requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.
7. The premises subject to the Mortgage is the property located at 101 Spring Avenue, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.
9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Promissory Note secured thereby is:

|                                   |                    |
|-----------------------------------|--------------------|
| Current Balance -                 | \$16,696.83        |
| Interest payoff (as of 4/13/04) - | \$ 1,934.46        |
| Late Fees -                       | <u>\$ 440.35</u>   |
| <b>TOTAL:</b>                     | <b>\$19,071.64</b> |

WHEREFORE, Plaintiff demands judgment in the amount of \$19,071.64, plus interest thereon at a per diem rate of \$5.5517 on unpaid principal balance from April 13, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **SHANNON R. WATSON**.

Respectfully submitted,

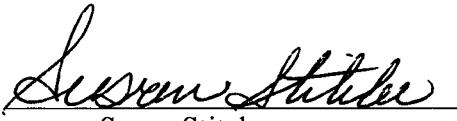
BY:

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

**VERIFICATION**

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

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

  
\_\_\_\_\_  
Susan Stiteler

## RECORDATION REQUESTED BY:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

## WHEN RECORDED MAIL TO:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

## SEND TAX NOTICES TO:

SHANNON R WATSON  
101 B SPRING AVENUE  
DUBOIS, PA 15801

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:40pm 12-15-95  
BY *Beth Starck*  
FEES 17.50  
Karen L. Starck, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED December 13, 1995 between SHANNON R WATSON, whose address is 101 B SPRING AVENUE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART *HEREOF*

**The Real Property or its address is commonly known as 101 B SPRING AVENUE, DUBOIS, PA 15801.**

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means SHANNON R WATSON. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated December 13, 1995 in the original principal amount of \$26,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2012.

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any

EXHIBIT "A"

hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

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

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

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

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

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but

shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

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

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

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

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

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

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**ARBITRATION:**

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq., and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as self-help, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

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

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

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the

Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

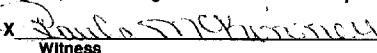
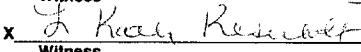
**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

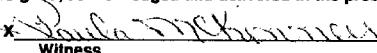
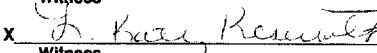
GRANTOR:

 (SEAL)  
SHANNON R WATSON

Signed, acknowledged and delivered in the presence of:

 Witness  
  Witness

Signed, acknowledged and delivered in the presence of:

 Witness  
  Witness

LENDER:

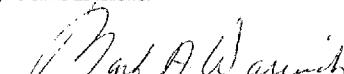
Deposit Bank

By:   
Authorized Officer

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, herein is as follows:

2 East Long Avenue, PO Box 607A, DuBois, PA 15801

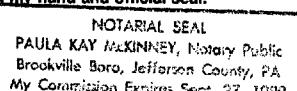
  
Attorney or Agent for Mortgagee  
Mark A. Wallisch, Esquire - Bish & Wallisch

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)  
)  
COUNTY OF JEFFERSON)

On this, the 13th day of December, 1995, before me Paula Kay McKinney, the undersigned Notary Public, personally appeared SHANNON R WATSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



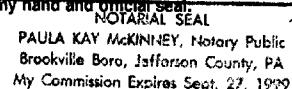
Notary Public in and for the State of Pennsylvania

### LENDER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)  
)  
COUNTY OF JEFFERSON)

On this, the 13th day of December, 1995, before me Paula Kay McKinney, the undersigned Notary Public, personally appeared Daniel C. Wallace, who acknowledged himself or herself to be the Customer Service Officer of Deposit Bank, a corporation, and that he or she as such Customer Service Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as Customer Service Officer.

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



Notary Public in and for the State of Pennsylvania

## MORTGAGE

SHANNON R. WATSON AND DEPOSIT BANK

## EXHIBIT "A"

ALL that certain piece or parcel of land situated, lying and being in the CITY OF DUBOIS, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and Locust Street; thence along Spring Avenue North  $61^{\circ} 30'$  West 28 feet to a post; thence South  $28^{\circ} 30'$  West 88 feet and 2 inches to a post at Locust Street; thence along Locust Street North  $49^{\circ} 50'$  East 33 feet and 1 inch to a post; thence still along Locust Street  $46^{\circ} 46'$  East 32 feet to a post; thence still along Locust Street North  $40^{\circ} 30'$  East 27 feet and 4 inches to a post at Spring Avenue and place of beginning and being Lot 7 in subdivision of Rus Lander property and recorded at Clearfield in Miscellaneous Book W, page 558.

BEING that same premises that was granted and conveyed to Shannon R. Watson by William L. Cooper and Mary Cooper, his wife, by deed dated October 31, 1995 and to be recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania.

William L. Cooper  
Mary Cooper  
October 31, 1995

# PROMISSORY NOTE

| Principal<br>\$26,000.00 | Loan Date<br>01-01-2012 | Maturity<br>01-01-2012 | Loan No | Call<br>020 | Collateral | Account | Officer<br>DCW | Initials |
|--------------------------|-------------------------|------------------------|---------|-------------|------------|---------|----------------|----------|
|--------------------------|-------------------------|------------------------|---------|-------------|------------|---------|----------------|----------|

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SHANNON R WATSON (SSN: 199-64-1002)  
101 B SPRING AVENUE  
DUBOIS, PA 15801

**Lender:** Deposit Bank  
Main Branch  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

**Principal Amount:** \$26,000.00

**Date of Note:** Dec. 13, 1995

**Maturity Date:** January 1, 2012

**PROMISE TO PAY.** I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Six Thousand & 00/100 Dollars (\$26,000.00), together with interest at the initial rate of 2.000% per annum on the unpaid principal balance from December 13, 1995, until paid in full.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$255.82 each, beginning February 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$255.76 each, beginning February 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$255.76 will be due on January 1, 2012. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

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

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated Dec. 13, 1995 to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

## ARBITRATION:

1. **Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA.C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. **Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

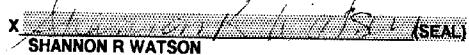
**DEFERRED ORIGINATION FEES.** Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 60 monthly payments on the scheduled payment dates.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

EXHIBIT "B"

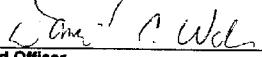
PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

## BORROWER:

  
SHANNON R WATSON (SEAL)

## LENDER:

Deposit Bank

  
By: \_\_\_\_\_  
Authorized Officer

Fixed Rate. Irregular.

LASER PRO, Reg. U.S. Pat. &amp; T.M. Off., Ver. 3.20 (c) 1985 CFI ProServices, Inc. All rights reserved. [PA-D20 1695.LNR18.OVL]

Date: August 1, 2003

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Shannon R. Watson

PROPERTY ADDRESS: 101 Spring Avenue, DuBois, PA 15801

LOAN ACCT. NO.: 001 0107010

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

EXHIBIT "C"

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 101 Spring Avenue, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling \$898.04

Other charges (explain/itemize): Late fees of \$338.03

**TOTAL AMOUNT PAST DUE: \$1,236.07**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,236.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**-- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

**FIRST COMMONWEALTH BANK**

First Commonwealth Bank  
Lower Level\_ 654 Philadelphia St.  
Indiana, Pa 15701  
800-221-8605  
Fax: 724-463-5665

November 3, 2003

SHANNON WATSON  
101 B SPRING AVE  
DUBOIS PA 15801

Re: Foreclosure action on your property located at 101 B SPRING AVE, DUBOIS PA 15801

We regret having to initiate legal action on your property listed above, but your inability to maintain your loan in an acceptable manner left the Bank with no alternative.

We still would like to assist you through this difficult process by offering to consider you for a preferred, less costly alternative to the foreclosure - sheriff sale action. This alternative, if mutually agreeable, is that you would provide the bank with a deed in lieu of foreclosure on your property listed above.

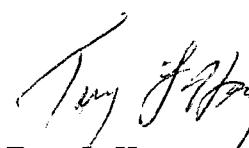
The primary benefits to you of a deed in lieu of foreclosure versus a foreclosure action are:

1. Your name(s) will not be listed in the newspaper in the properties for Sheriff sale.
2. You will save a substantial amount of expenses for attorneys, taxes and the county sheriff.
3. Your deficiency balance (if any) will be forgiven. Since debts that are forgiven are normally taxable to you, a 1099C form for your income tax purposes will be provided to you after year end.
4. Although your past delinquency on this account will still be reported to the credit bureau, the account will be described as a voluntary surrender that is considered settled in full. This rating is generally considered to be much better than a foreclosure action with a possible deficiency balance still owing.
5. Finally, to assist a move to a new residence, the Bank will provide \$1,000 total.

We urge you to discuss this option with your attorney. We firmly believe it is in your and the bank's best interest to settle this matter as quickly as possible to avoid additional legal and third party expenses.

We must hear from you within **ten days** of the above date to take advantage of this offer.

Sincerely,



Terry L. Henry  
Special Assets Department

EXHIBIT "C"

**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:**

Shannon Watson  
RR 1 Box 89  
Mahaffey PA 15757

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X Gary Pearce

Agent  
 Addressee

**B. Received by (Printed Name)**

GARY PEARCE

**C. Date of Delivery**  
8/5/03

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

**3. Service Type**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

**4. Restricted Delivery? (Extra Fee)**  Yes**2. Article Number  
(Transfer from service label)**

7003 0500 0003 7573 7090

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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

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

7573 7090

|   |         |
|---|---------|
| Postage   | \$ .60  |
| Certified Fee                                     | 2.30    |
| Return Receipt Fee<br>(Endorsement Required)      | 1.25    |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 4.65 |

Postmark Here

7003

Sent To: Shannon Watson  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
RR 1 BOX 89  
Mahaffey PA 15757

PS Form 3800, June 2002  
See Reverse for Instructions

EXHIBIT "D"

**CERTIFIED MAIL™**



7003 0500 0003 7573 7106

onwealth

alth Bank  
h Street, P.O. Box  
ICIENT ADDRESS  
ED NOT KNOWN  
NUMBER/STREET  
FORWARD AS ADDRESSED

OTHER



SHANNON R WATSON  
101 SPRING AVE  
DUBOIS PA 15801

Medice

8-5  
08-11

AUG 20

7003 0500 0003 7573 7106

| U.S. Postal Service™<br><b>CERTIFIED MAIL™ RECEIPT</b><br>(Domestic Mail Only; No Insurance Coverage Provided)                  |         |
|---|---------|
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>                                    |         |
| Watson, att: Nicole Coble - esp LLC   |         |
| Postage   | \$ .60  |
| Certified Fee   | 2.50    |
| Return Receipt Fee<br>(Endorsement Required)  | 1.25    |
| Restricted Delivery Fee<br>(Endorsement Required)   |         |
| Total Postage & Fees  | \$ 4.65 |
| Sent To<br>Shannon R. Watson<br>Street, Apt. No.<br>or PO Box No.<br>101 Spring Avenue<br>City, State, ZIP+4<br>DUBOIS PA 15801 |         |
| PS Form 3800, June 2002<br>See Reverse for Instructions   |         |

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTER LINE

**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:**

Shannon R. Watson  
61 Spring Avenue  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

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

**3. Service type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number  
(Transfer from service label)**

7003 0500 0003 7573 7106

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

vol 1725 rec 10

THIS DEED.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:30 PM  
BY B.L.A. - SP  
FEB 13 1995  
Karen L. Stenz, Recorder

MADE this 31<sup>st</sup> day of October, in the year 1995.

BETWEEN William L. Cooper and Mary Cooper, husband and wife,  
of Brockway, Jefferson County, Pennsylvania, GRANTORS, Parties  
of the First Part;

A

B

C

Shannon R. Watson, of DuBois, Clearfield County, Pennsylvania,  
GRANTEE, Party of the Second Part;

WITNESSETH, That in consideration of Twenty-Six-Thousand  
Dollars---\$26,000.00---, in hand paid, the receipt whereof is  
hereby acknowledged, the said grantors do hereby grant and  
convey to the said grantee,

All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61°30' West 28 feet to a post; thence South 28°30'  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49°50' East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46°46' East 32 feet to a post; thence  
still along Locust Street North 40°30' East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 558.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzbarger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.



EXHIBIT "E"

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

DEPOSIT BANK now FIRST COMMONWEALTH BANK

Sheriff Docket # 15551

VS.

04-648-CD

WATSON, SHANNON R.

## COMPLAINT IN MORTGAGE FORECLOSURE

### SHERIFF RETURNS

NOW JUNE 23, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHANNON R. WATSON, DEFENDANT. ACCORDING TO POST OFFICE MOVED LEFT NO FORWARDING ADDRESS.

#### Return Costs

| Cost  | Description                             |
|-------|---|
| 30.87 | SHERIFF HAWKINS PAID BY: PLFF CK# 98459 |
| 10.00 | SURCHARGE PAID BY: PLFF CK# 98460       |

Sworn to Before Me This  
23<sup>rd</sup> Day Of June 2004  
William A. Shaw  
Bd

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

So Answers,

Chesler A. Hawkins  
Sheriff  
Chester A. Hawkins  
Sheriff

FILED  
01/21/04  
JUN 23 2004  
B607  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04-*648*- C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, : TYPE OF PLEADING: COMPLAINT  
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

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

MAY 11 2004

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

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

|   |   |                                       |
|---|---|---------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK, | : | NO. 04 - C.D.                         |
| PLAINTIFF                                     | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.   | : |                                       |
| SHANNON R. WATSON,                            | : |                                       |
| DEFENDANT                                     | : |                                       |

**NOTICE**

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

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

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

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

|   |   |                                       |
|---|---|---------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK, | : | NO. 04 - C.D.                         |
| PLAINTIFF                                     | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.   | : |                                       |
| SHANNON R. WATSON,                            | : |                                       |
| DEFENDANT                                     | : |                                       |

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **SHANNON R. WATSON**, is an adult individual with a last known address at RR#1, Box 89, Mahaffey, Clearfield County, Pennsylvania 15757.
3. On December 13, 1995, Defendant executed and delivered to Plaintiff a Mortgage and a Promissory Note upon the premises hereinafter described, which Mortgage was recorded on December 15, 1995 in Clearfield County Deed and Record Book Volume 1725, page 14. True and correct copies of the Mortgage and Promissory

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

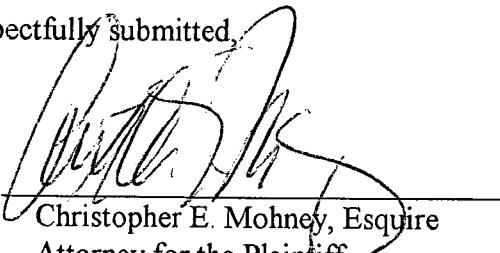
4. Said mortgage has not been assigned.
5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendant on August 4, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.
6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendant and the Defendant has not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendant has requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.
7. The premises subject to the Mortgage is the property located at 101 Spring Avenue, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.
9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Promissory Note secured thereby is:

|                                   |                    |
|-----------------------------------|--------------------|
| Current Balance -                 | \$16,696.83        |
| Interest payoff (as of 4/13/04) - | \$ 1,934.46        |
| Late Fees -                       | \$ <u>440.35</u>   |
| <b>TOTAL:</b>                     | <b>\$19,071.64</b> |

WHEREFORE, Plaintiff demands judgment in the amount of \$19,071.64, plus interest thereon at a per diem rate of \$5.5517 on unpaid principal balance from April 13, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **SHANNON R. WATSON**.

Respectfully submitted,

BY:

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

VERIFICATION

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

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



Susan Stiteler  
Susan Stiteler

## RECORDATION REQUESTED BY:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

## WHEN RECORDED MAIL TO:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

## SEND TAX NOTICES TO:

SHANNON R WATSON  
101 B SPRING AVENUE  
DUBOIS, PA 15801

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:40PM 12-15-95  
BY Bushy Radisch  
FEES 17.50  
Karen L. Stark, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED December 13, 1995 between SHANNON R WATSON, whose address is 101 B SPRING AVENUE, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART ~~HEREOF~~ HEREOF

**The Real Property or its address is commonly known as 101 B SPRING AVENUE, DUBOIS, PA 15801.**

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means SHANNON R WATSON. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed to the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated December 13, 1995 in the original principal amount of \$26,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2012.

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any

EXHIBIT "A"

hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

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

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

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

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

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

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

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

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

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

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but

shall not be required to, permit the Grantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

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

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

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

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

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

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**ARBITRATION:**

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA.C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

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

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

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the



## MORTGAGE

SHANNON R. WATSON AND DEPOSIT BANK

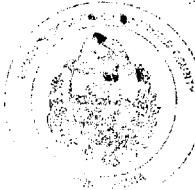
## EXHIBIT "A"

ALL that certain piece or parcel of land situated, lying and being in the CITY OF DUBOIS, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and Locust Street; thence along Spring Avenue North  $61^{\circ} 30'$  West 28 feet to a post; thence South  $28^{\circ} 30'$  West 88 feet and 2 inches to a post at Locust Street; thence along Locust Street North  $49^{\circ} 50'$  East 33 feet and 1 inch to a post; thence still along Locust Street  $46^{\circ} 46'$  East 32 feet to a post; thence still along Locust Street North  $40^{\circ} 30'$  East 27 feet and 4 inches to a post at Spring Avenue and place of beginning and being Lot 7 in subdivision of Rus Lander property and recorded at Clearfield in Miscellaneous Book W, page 558.

BEING that same premises that was granted and conveyed to Shannon R. Watson by William L. Cooper and Mary Cooper, his wife, by deed dated October 31, 1995 and to be recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania.

This DEED (or any document  
or instrument in the Recorder's Office of  
Clearfield County, Pennsylvania)



*Karen D. Storch*

Karen L. Storch  
Recorder of Deeds

# PROMISSORY NOTE

| Principal<br>\$26,000.00 | Loan Date<br>01-01-2012 | Maturity<br>01-01-2012 | Loan No | Call<br>020 | Collateral<br>J | Account | Officer<br>DCW | Initials |
|--------------------------|-------------------------|------------------------|---------|-------------|-----------------|---------|----------------|----------|
|--------------------------|-------------------------|------------------------|---------|-------------|-----------------|---------|----------------|----------|

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** SHANNON R WATSON (SSN: 199-64-1002)  
101 B SPRING AVENUE  
DUBOIS, PA 15801

**Lender:** Deposit Bank  
Main Branch  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

**Principal Amount:** \$26,000.00

**Date of Note:** Dec. 13, 1995

**Maturity Date:** January 1, 2012

**PROMISE TO PAY.** I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Six Thousand & 00/100 Dollars (\$26,000.00), together with interest at the initial rate of 2.000% per annum on the unpaid principal balance from December 13, 1995, until paid in full.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$255.82 each, beginning February 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$255.76 each, beginning February 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$255.76 will be due on January 1, 2012. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

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

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated Dec. 13, 1995 to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

## ARBITRATION:

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA.C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**DEFERRED ORIGINATION FEES.** Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 60 monthly payments on the scheduled payment dates.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

EXHIBIT "B"

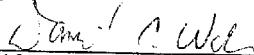
PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X  (SEAL)  
SHANNON R WATSON

LENDER:

Deposit Bank

By:   
Authorized Officer

Fixed Rate, Irregular.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-D201695.LN R18.CVL]

Date: August 1, 2003

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Shannon R. Watson

PROPERTY ADDRESS: 101 Spring Avenue, DuBois, PA 15801

LOAN ACCT. NO.: 001 0107010

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

EXHIBIT "C"

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

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 101 Spring Avenue, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling \$898.04

Other charges (explain/itemize): Late fees of \$338.03

**TOTAL AMOUNT PAST DUE: \$1,236.07**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,236.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 462-5665

Contact Person: Teri Pavlosky

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

Lower Level 654 Philadelphia St.  
Indiana, Pa 15701  
800-221-8605  
Fax: 724-463-5665

November 3, 2003

SHANNON WATSON  
101 B SPRING AVE  
DUBOIS PA 15801

Re: Foreclosure action on your property located at 101 B SPRING AVE, DUBOIS PA 15801

We regret having to initiate legal action on your property listed above, but your inability to maintain your loan in an acceptable manner left the Bank with no alternative.

We still would like to assist you through this difficult process by offering to consider you for a preferred, less costly alternative to the foreclosure - sheriff sale action. This alternative, if mutually agreeable, is that you would provide the bank with a deed in lieu of foreclosure on your property listed above.

The primary benefits to you of a deed in lieu of foreclosure versus a foreclosure action are:

1. Your name(s) will not be listed in the newspaper in the properties for Sheriff sale.
2. You will save a substantial amount of expenses for attorneys, taxes and the county sheriff.
3. Your deficiency balance (if any) will be forgiven. Since debts that are forgiven are normally taxable to you, a 1099C form for your income tax purposes will be provided to you after year end.
4. Although your past delinquency on this account will still be reported to the credit bureau, the account will be described as a voluntary surrender that is considered settled in full. This rating is generally considered to be much better than a foreclosure action with a possible deficiency balance still owing.
5. Finally, to assist a move to a new residence, the Bank will provide \$1,000 total.

We urge you to discuss this option with your attorney. We firmly believe it is in your and the bank's best interest to settle this matter as quickly as possible to avoid additional legal and third party expenses.

We must hear from you within **ten days** of the above date to take advantage of this offer.

Sincerely,

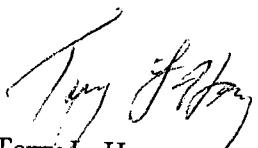
  
Terry L. Henry  
Special Assets Department

EXHIBIT "C"

**SENDER: COMPLETE THIS SECTION**

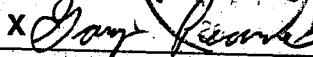
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Shannon Watson  
RR 1 Box 89  
Mahaffey PA 15757

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

 Agent  
 Addressee

B. Received by (Printed Name)

GARY PEARCE

C. Date of Delivery  
8/5/03D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7003 0500 0003 7573 7090

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

7090  
7573 7090

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

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

**MAILED/PAID/RECEIVED/RECEIVED**

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

Postmark  
Here

**Sent To**  
Shannon Watson  
Street, Apt. No.,  
or PO Box No.  
City, State, Zip+4

RR 1 Box 89  
Mahaffey PA 15757

PS Form 3800, June 2002  
See Reverse for Instructions

EXHIBIT "D"

**CERTIFIED MAIL™**



7003 0500 0003 7573 7106

onwealth

alth Bank  
nia and 6th Streets, P.O. Box 1000  
FICIENT ADDRESS  
ED NOT KNOWN  
NUMBER/STREET  
FORWARD AS ADDRESSED

OTHER



SHANNON R WATSON  
101 SPRING AVE  
DUBOIS PA 15801

PLATE

1st Notice

2d Notice

8-5

08-11

AUG 20 2001

No 1 \$5.03

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

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|   |         |      |      |      |
|---|---------|------|------|------|
| 7003  | 0500    | 0003 | 7573 | 7106 |
| Walsh, Patricia Nicole/Coble - kcp.ZC             |         |      |      |      |
| Postage   | \$ .60  |      |      |      |
| Certified Fee                                     | 2.50    |      |      |      |
| Return Receipt Fee<br>(Endorsement Required)      | 1.25    |      |      |      |
| Restricted Delivery Fee<br>(Endorsement Required) |         |      |      |      |
| Total Postage & Fees                              | \$ 4.65 |      |      |      |

Postmark Here

Sent To: Shannon R. Watson  
Street, Apt. No.: 101 Spring Avenue  
or PO Box No.:  
City, State, Zip+4: DUBOIS PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

Vol 1725 page 10

THIS DEED.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
DATE 11-30-95  
BY Karen L. Shantz  
FEE \$13.00  
Karen L. Shantz, Recorder

MADE this 3<sup>rd</sup> day of October, in the year 1995,BETWEEN William L. Cooper and Mary Cooper, husband and wife,  
of Brockway, Jefferson County, Pennsylvania, GRANTORS, Parties  
of the First Part;

A

N

D

Shannon R. Watson, of DuBois, Clearfield County, Pennsylvania.  
GRANTEE, Party of the Second Part;WITNESSETH, That in consideration of Twenty-Six-Thousand  
Dollars---\$26,000.00---, in hand paid, the receipt whereof is  
hereby acknowledged, the said grantors do hereby grant and  
convey to the said grantee,All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61 $\frac{1}{2}$  feet to a post; thence South 28 $\frac{1}{2}$  feet  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49 $\frac{1}{2}$  feet  
33 feet and 1 inch to a post; thence still along  
Locust Street 46 $\frac{1}{2}$  feet East 32 feet to a post; thence  
still along Locust Street North 40 $\frac{1}{2}$  feet East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 558.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shottzberger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.

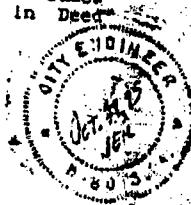


EXHIBIT "E"

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - 648 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE TO  
SHANNON R. WATSON, : REINSTATE COMPLAINT  
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED No cc  
11/7/2004 Atty pd. 7.00  
JUL 08 2004 1 Compl.  
b6  
by William A. Shaw  
Prothonotary/Clerk of Courts  
reinstated to  
Sheriff

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

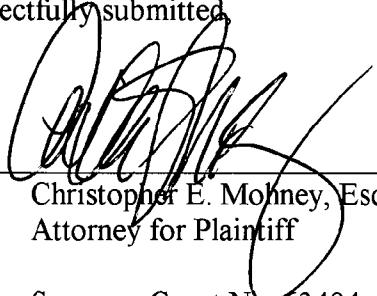
**PRAECIPE TO REINSTATE COMPLAINT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

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

**DEPOSIT BANK now FIRST COMMONWEALTH BANK**

**vs.**

**WATSON, SHANNON R.**

**Sheriff Docket # 15551**

**04-648-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW JULY 21, 2004 AT 10:58 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHANNON R. WATSON, DEFENDANT AT RESIDENCE, 5806 COLONEL DRAKE HWY., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHANNON R. WATSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO SHANNON R. WATSON THE CONTENTS THEREOF.

SERVED BY: DAVID/MORGILLO

**Return Costs**

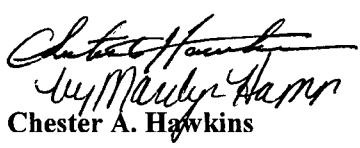
| <b>Cost</b>  | <b>Description</b>                              |
|--------------|---|
| <b>25.87</b> | <b>SHERIFF HAWKINS PAID BY: PLFF CK# 102013</b> |
| <b>10.00</b> | <b>SURCHARGE PAID BY: PLFF. CK# 102014</b>      |

**Sworn to Before Me This**

21<sup>st</sup> Day Of July 2004

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

**So Answers,**

  
Chester A. Hawkins  
Sheriff

**FILED**  
2:52pm AS  
JUL 26 2004  
WPS

William A. Shaw  
Prothonotary

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

SHANNON R. WATSON,

DEFENDANT

: NO. 04 - 648 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: PRAECIPE FOR  
: DEFAULT JUDGMENT  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

*ebk*  
Plff pd. 20.00  
10/11/2004 Notice to Def.  
OCT 14 2004 Statement to  
William A. Mohney  
Prothonotary Clerk of the  
Atty Mohney  
No CC

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :

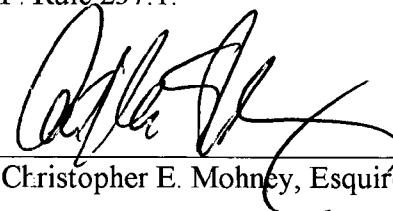
**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM SHAW, PROTHONOTARY

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

|    |                  |                  |
|----|------------------|------------------|
| 1. | Current Balance: | \$19,071.64      |
| 2. | Interest payoff: | \$ 1,934.46      |
| 3. | Late Fees:       | <u>\$ 440.35</u> |
|    | <b>TOTAL:</b>    | \$19,071.64      |

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

BY:   
Christopher E. Mohney, Esquire

NOW, this 14<sup>th</sup> day of October, 2004, damages are assessed in the amount of \$19,071.64.

  
\_\_\_\_\_  
William Shaw, Prothonotary

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



DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - 648 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

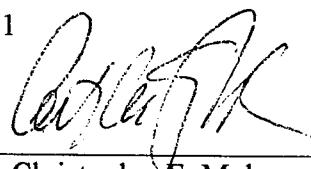
TO: SHANNON R. WATSON  
5806 Colonel Drake Highway  
Mahaffey, PA 15757

DATE OF NOTICE: August 18, 2004

IMPORTANT NOTICE

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

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

BY: 

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

U.S. POSTAL SERVICE

**CERTIFICATE OF MAILING**

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

Received From:

Christopher E. Mohney, Esquire

90 Beaver Drive, Suite 111B

DuBois, PA 15801

One piece of ordinary mail addressed to:

Shannon R. Watson

5806 Colonel Drake Highway

Mahaffey, PA 15757

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current  
fees.



PS Form 3817, Mar. 1989

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

|   |   |                                       |
|---|---|---------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK, | : | NO. 04 - 648 C.D.                     |
| PLAINTIFF                                     | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.   | : |                                       |
| SHANNON R. WATSON,                            | : |                                       |
| DEFENDANT                                     | : |                                       |

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$19,071.64 on October 14, 2004.

WILLIAM SHAW, PROTHONOTARY

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

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

Deposit Bank  
First Commonwealth Bank  
Plaintiff(s)

No.: 2004-00648-CD

Real Debt: \$19,071.64

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Shannon R. Watson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 14, 2004

Expires: October 14, 2009

Certified from the record this 14th day of October, 2004.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04-648 C.D.  
PLAINTIFF :  
VS. : TYPE OF CASE: MORTGAGE  
DEFENDANT : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE FOR  
: WRIT OF EXECUTION  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

E6K  
ICC & Lecons  
012-2304 w/ descr. to Shaff  
OCT 14 2004  
Plff pd. 20.00  
A. J. Shaff  
Prothonotary, Clerk

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

NBOC BANK, now FIRST : NO. 04 -648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

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

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

4. Amount due: \$19,071.64

5. Costs: \$ 132.00 Prothonotary costs

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

BY:

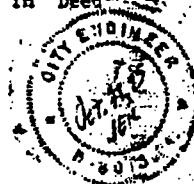
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61<sup>1</sup>/<sub>2</sub> feet to a post; thence South 28<sup>1</sup>/<sub>2</sub> feet  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49<sup>1</sup>/<sub>2</sub> feet East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46<sup>1</sup>/<sub>2</sub> feet East 32 feet to a post; thence  
still along Locust Street North 40<sup>1</sup>/<sub>2</sub> feet East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 558.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzbarger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.



SCHEDULE "A"

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**DEPOSIT BANK**, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 101 Spring Avenue, DuBois, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

| <u>NAME</u>       | <u>ADDRESS</u>                                   |
|-------------------|--|
| SHANNON R. WATSON | 5806 Colonel Drake Highway<br>Mahaffey, PA 15757 |

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

| <u>NAME</u>       | <u>ADDRESS</u>                                   |
|-------------------|--|
| SHANNON R. WATSON | 5806 Colonel Drake Highway<br>Mahaffey, PA 15757 |

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

NONE

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

|  |                                      |
|--|--------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK | 2 E. Long Avenue<br>DuBois, PA 15801 |
|--|--------------------------------------|

|                    |  |
|--------------------|--|
| NATIONAL CITY BANK | 200 North Brady Street<br>DuBois, PA 15801 |
|--------------------|--|

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

|                                       |  |
|---------------------------------------|--|
| CLEARFIELD COUNTY TAX<br>CLAIM BUREAU | Clearfield County Courthouse<br>Corner Second and Market Streets<br>Clearfield, PA 16830 |
|---------------------------------------|--|

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

|                |   |
|----------------|---|
| CITY TREASURER | 16 W. Scribner Avenue<br>DuBois, PA 15801 |
|----------------|---|

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

| <u>NAME</u> | <u>ADDRESS</u> |
|-------------|----------------|
|-------------|----------------|

|   |  |
|---|--|
| CLEARFIELD COUNTY<br>DOMESTIC RELATIONS | Clearfield County Courthouse<br>Corner Second and Market Streets<br>Clearfield, PA 16830 |
|---|--|

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

FIRST COMMONWEALTH BANK

BY: Susan D. Stiteler  
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: 10/14/04

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

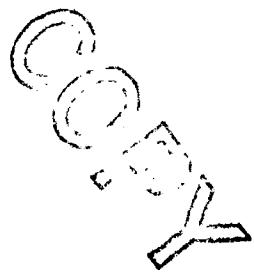
BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61<sup>4</sup>30' West 28 feet to a post; thence South 28<sup>4</sup>30'  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49<sup>4</sup>50' East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46<sup>4</sup>46' East 32 feet to a post; thence  
still along Locust Street North 40<sup>4</sup>30' East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 558.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzberger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.



SCHEDULE "A"

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



DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - 648 C.D.  
PLAINTIFF :  
VS. : TYPE OF CASE: MORTGAGE  
SHANNON R. WATSON, : FORECLOSURE  
DEFENDANT :  
:

**WRIT OF EXECUTION**

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

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$19,071.64

Costs: \$ 132.00 Prothonotary costs

Total: \$ 19,203.64

BY: William Shaw  
William Shaw, Prothonotary

DATE: 10/14/04

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61<sup>1</sup>30' West 28 feet to a post; thence South 28<sup>1</sup>30'  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49<sup>1</sup>50' East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46<sup>1</sup>46' East 32 feet to a post; thence  
still along Locust Street North 40<sup>1</sup>30' East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 553.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzbarger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.



SCHEDULE "A"

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04 - 648 C.D.  
PLAINTIFF :  
VS. : TYPE OF CASE: MORTGAGE  
SHANNON R. WATSON, : FORECLOSURE  
DEFENDANT :  
: TYPE OF PLEADING: PRAECIPE TO  
: REISSUE WRIT  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *1/11/2005* *Atty pd. 700*  
6<sup>th</sup> JAN 17 2005 *Le units to Shff*  
William A. Shaw  
Prothonotary, Clerk of Courts

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
SHANNON R. WATSON, :  
DEFENDANT : :

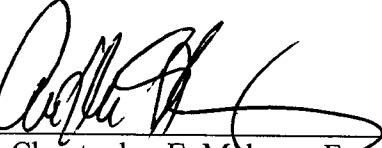
**PRAECIPE TO REISSUE WRIT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 3106(b), please reissue the Writ of Execution in the above-captioned matter.

Respectfully submitted,

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

**WRIT OF EXECUTION**

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

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$19,071.64

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

Total: \$ \_\_\_\_\_  
**Prothonotary costs** 132.00

**Prothonotary costs** 7.00

BY: William Shaw  
William Shaw, Prothonotary

DATE: 10/14/04

1-17-05 Document  
Reinstated/Reissued to Sheriff ~~Attorney~~  
for service.  
William Shaw  
Deputy Prothonotary

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

All that certain piece or parcel of land situated, lying and  
being in the City of Dubois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61°30' West 28 feet to a post; thence South 28°30'  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49°50' East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46°46' East 32 feet to a post; thence  
still along Locust Street North 40°30' East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 553.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzbarger dated November 26, 1960, and recorded in Deed  
Book 812, page 585.



SCHEDULE "A"

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK, : NO. 04-648 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: AFFIDAVIT  
: PURSUANT TO PA. R.C.P. RULE  
: 3129.2  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
SHANNON R. WATSON, : CHRISTOPHER E. MOHNEY, ESQUIRE  
DEFENDANT : SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED  
m/11/2005  
NO. 63494  
FEB 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST : NO. 04 - 648 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
SHANNON R. WATSON, :  
DEFENDANT :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.2**

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

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, to the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on 2/8/05.

TO: SHANNON R. WATSON  
5806 Colonel Drake Highway  
Mahaffey, PA 15757

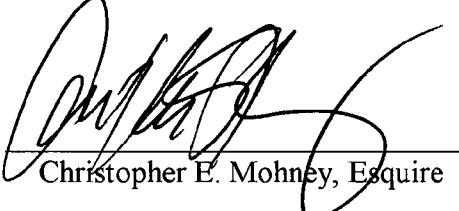
DEPOSIT BANK, now FIRST COMMONWEALTH BANK  
2 E. Long Avenue  
DuBois, PA 15801

NATIONAL CITY BANK  
200 North Brady Street  
DuBois, PA 15801

CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

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

BY:   
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED*

*before me this 11<sup>th</sup> day of  
Dec. 5, 2004.*

*Laura L. Emerick*  
Notary Public

|                                    |
|------------------------------------|
| NOTARIAL SEAL                      |
| Laura L. Emerick, Notary Public    |
| DuBois, Clearfield County          |
| My commission expires May 18, 2008 |

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

All that certain piece or parcel of land situated, lying and  
being in the City of DuBois, Clearfield County, Pennsylvania,  
bounded and described as follows, to wit:

BEGINNING at a post at corner of Spring Avenue and  
Locust Street; thence along Spring Avenue North  
61-30' West 28 feet to a post; thence South 28-30'  
West 88 feet and 2 inches to a post at Locust  
Street; thence along Locust Street North 49-50' East  
33 feet and 1 inch to a post; thence still along  
Locust Street 46-46' East 32 feet to a post; thence  
still along Locust Street North 40-30' East 27 feet  
and 4 inches to a post at Spring Avenue and place of  
beginning and being Lot 7 in subdivision of Rus  
Lander property and recorded at Clearfield in  
Miscellaneous Book W, page 558.

Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
W. Shottbarger dated November 26, 1980, and recorded in Deed  
Book B12, page 585.



SCHEDULE "A"

**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:**

Shannon R. Watson  
5806 Colonel Drake Highway  
Mahaffey, PA 15757

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

Shannon R. Watson  Agent  
 Addressee

**B. Received by (Printed Name)**

Shannon R. Watson

**C. Date of Delivery**

2/9/05

**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****2. Article Number**

(Transfer from service label)

7004 0750 0000 8595 7100

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-4081

U.S. Postal Service™

# CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

## OFFICIAL USE

Postage \$ .37

Certified Fee \$ 2.30

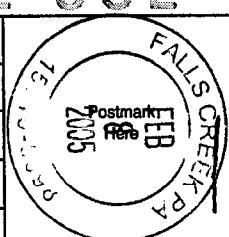
Return Receipt Fee  
(Endorsement Required)

1.75

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$ 4.42



Sent To  
Shannon R. Watson

Street, Apt. No.:  
or PO Box No. 5806 Colonel Drake Highway

City, State, Zip 44  
Mahaffey, PA 15757

PS Form 3800, June 2002

See Reverse for Instructions

File 197

## CERTIFICATE OF MAILING

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Christopher E. Mohney, Esquire

90 Beaver Drive, Suite 111B

DuBois, PA 15801

One piece of ordinary mail addressed to:

National City Bank

200 North Brady Street

DuBois, PA 15801

PS Form 3817, January 2001

File 197

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:  
**Christopher E. Mohney, Esquire**  
**90 Beaver Drive, Suite 111B**  
**DuBois, PA 15801**

One piece of ordinary mail addressed to:

**Deposit Bank**  
**2 E. Long Avenue**  
**DuBois, PA 15801**

PS Form 3817, January 2001



File 197

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:  
**Christopher E. Mohney, Esq**  
**90 Beaver Drive, Suite 111B**  
**DuBois, PA 15801**

One piece of ordinary mail addressed to:

**Clearfield County Domestic Relations**  
**Clearfield County Courthouse**  
**Corner Second and Market Streets**  
**Clearfield, PA 16830**

PS Form 3817, January 2001



File 197

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:  
**Christopher E. Mohney, Esquire**  
**90 Beaver Drive, Suite 111B**  
**DuBois, PA 15801**

One piece of ordinary mail addressed to:  
**City Treasurer**  
**16 W. Scribner Avenue**  
**DuBois, PA 15801**

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

Received From:  
**Christopher E. Mohney, Esq**  
**90 Beaver Drive, Suite 111B**  
**DuBois, PA 15801**

One piece of ordinary mail addressed to:

**Clearfield County Tax Claim Bureau**  
**Clearfield County Courthouse**  
**Corner Second and Market Streets**  
**Clearfield, PA 16830**

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20048  
NO: 04-648-CD

PLAINTIFF: NBOC BANK, NOW FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: SHANNON R. WATSON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 01/17/2005

LEVY TAKEN 02/01/2005 @ 11:15 AM  
POSTED 02/01/2005 @ 11:15 AM  
SALE HELD 04/01/2005  
SOLD TO FIRST COMMONWEALTH BANK, FORMERLY NBOC BANK  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 07/01/2005  
DATE DEED FILED 07/01/2005

PROPERTY ADDRESS 101 SPRING AVENUE DUBOIS , PA 15801

FILED  
01/9/03  
JUL 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

02/02/2005 @ 9:45 AM SERVED SHANNON R. WATSON

SERVED SHANNON R. WATSON DEFENDANT, AT HER PLACE OF RESIDENCE/ EMPLOYMENT 5806 COLONEL DRAKE HIGHWAY, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO GARY PEARCE, STEP-FATHER

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20048  
NO: 04-648-CD

PLAINTIFF: NBOC BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: SHANNON R. WATSON

Execution REAL ESTATE

**SHERIFF RETURN**

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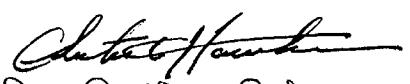
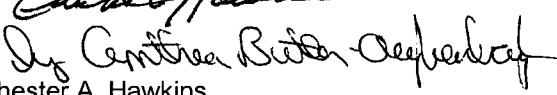
SHERIFF HAWKINS \$218.65

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
By:   
Chester A. Hawkins  
Sheriff

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

|   |   |                                       |
|---|---|---------------------------------------|
| DEPOSIT BANK, now FIRST<br>COMMONWEALTH BANK, | : | NO. 04 - 648 C.D.                     |
| PLAINTIFF                                     | : | TYPE OF CASE: MORTGAGE<br>FORECLOSURE |
| VS.   | : |                                       |
| SHANNON R. WATSON,                            | : |                                       |
| DEFENDANT                                     | : |                                       |

## WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$19,071.64

### Costs:

Total: \$ 132.00  
**Prothonotary costs**

BY: William Shaw  
William Shaw, Prothonotary

DATE: 10/14/04

Received January 17, 2005 at 3:00 P.M.  
Chester A. Stevens  
by Cynthia Butler-Augherbaugh

1-17-05 Document  
Reinstated/Reissued to Sheriff Attorney  
for service. *Willie Chan*  
B7  
Property Prothonotary

PROPERTY DESCRIPTION OF  
SHANNON R. WATSON

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being in the City of DuBois, Clearfield County, Pennsylvania,  
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Being the same premises which were conveyed to William L.  
Cooper and May Cooper by deed of Bessie S. Phillips and James  
S. Shotzbarger dated November 26, 1980, and recorded in Deed  
Book 812, page 585.



SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SHANNON R. WATSON

NO. 04-648-CD

NOW, June 22, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 01, 2005, I exposed the within described real estate of Shannon R. Watson to public venue or outcry at which time and place I sold the same to CHRISTOPHER E. MOHNEY, ESQ. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

|                            |                 |                          |                   |
|----------------------------|-----------------|--------------------------|-------------------|
| RDR                        | 15.00           | DEBT-AMOUNT DUE          | 19,071.64         |
| SERVICE                    | 15.00           | INTEREST @ %             | 0.00              |
| MILEAGE                    | 17.82           | FROM TO 04/01/2005       |                   |
| LEVY                       | 15.00           |                          |                   |
| MILEAGE                    | 15.39           | PROTH SATISFACTION       |                   |
| POSTING                    | 15.00           | LATE CHARGES AND FEES    |                   |
| CSDS                       | 10.00           | COST OF SUIT-TO BE ADDED |                   |
| COMMISSION                 | 0.00            | FORECLOSURE FEES         |                   |
| POSTAGE                    | 4.44            | ATTORNEY COMMISSION      |                   |
| HANDBILLS                  | 15.00           | REFUND OF ADVANCE        |                   |
| DISTRIBUTION               | 25.00           | REFUND OF SURCHARGE      | 20.00             |
| ADVERTISING                | 15.00           | SATISFACTION FEE         |                   |
| ADD'L SERVICE              |                 | ESCROW DEFICIENCY        |                   |
| DEED                       | 30.00           | PROPERTY INSPECTIONS     |                   |
| ADD'L POSTING              |                 | INTEREST                 |                   |
| ADD'L MILEAGE              |                 | MISCELLANEOUS            |                   |
| ADD'L LEVY                 |                 |                          |                   |
| BID AMOUNT                 | 1.00            | TOTAL DEBT AND INTEREST  | \$19,091.64       |
| RETURNS/DEPUTIZE           |                 |                          |                   |
| COPIES                     | 15.00           | <b>COSTS:</b>            |                   |
|                            | 5.00            | ADVERTISING              | 299.98            |
| BILLING/PHONE/FAX          | 5.00            | TAXES - COLLECTOR        | 138.40            |
| CONTINUED SALES            |                 | TAXES - TAX CLAIM        | 2,449.19          |
| MISCELLANEOUS              |                 | DUE                      |                   |
| <b>TOTAL SHERIFF COSTS</b> | <b>\$218.65</b> | LIEN SEARCH              | 100.00            |
| <b>DEED COSTS:</b>         |                 | ACKNOWLEDGEMENT          | 5.00              |
| ACKNOWLEDGEMENT            | 5.00            | DEED COSTS               | 28.50             |
| REGISTER & RECORDER        | 28.50           | SHERIFF COSTS            | 218.65            |
| TRANSFER TAX 2%            | 0.00            | LEGAL JOURNAL COSTS      | 106.00            |
| <b>TOTAL DEED COSTS</b>    | <b>\$28.50</b>  | PROTHONOTARY             | 132.00            |
|                            |                 | MORTGAGE SEARCH          | 40.00             |
|                            |                 | MUNICIPAL LIEN           |                   |
|                            |                 | <b>TOTAL COSTS</b>       | <b>\$3,517.72</b> |

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

CHESTER A. HAWKINS, Sheriff

**SALES**  
**Receipts & Disbursements**

| File     | 20048     |         |                                 |                   | Current balance:  | \$0.00            |
|----------|-----------|---------|---------------------------------|-------------------|-------------------|-------------------|
| Date     | Deposit # | Check # | Vendor                          | Category          | Received          | Disbursed         |
| 01/20/05 | 0501201   | 106928  | FIRST COMMONWEALTH-MO           | Atty Deposit      | \$2,500.00        |                   |
| 06/01/05 | 0506011   | 121299  | FIRST COMMONWEALTH-MO           | Buyer Balance Due | \$897.78          |                   |
| 06/22/05 |           | 34231   | The Progress                    | PROG ADV          |                   | \$299.98          |
| 06/22/05 |           | 34232   | ALEXIS STETZ                    | Municipal Taxes   |                   | \$138.40          |
| 06/22/05 |           | 34233   | Clearfield County Tax Claim     | RETURNED TAXES    |                   | \$2,449.19        |
| 06/22/05 |           | 34234   | Peter F. Smith, Esq.            | Lien Search       |                   | \$100.00          |
| 06/22/05 |           | 34235   | William Shaw                    | Acknowledgement   |                   | \$5.00            |
| 06/22/05 |           | 34236   | Karen Starck                    | Deed Costs        |                   | \$28.50           |
| 06/22/05 |           | 34237   | CAROL FOX                       | Sheriff Fees      |                   | \$218.65          |
| 06/22/05 |           | 34238   | Clearfield County Legal Journal | LEGAL J ADV       |                   | \$106.00          |
| 06/22/05 |           | 34239   | Kim Eboch-Lawson                | Mortgage Search   |                   | \$40.00           |
| 06/22/05 |           | 34240   | CHRISTOPHER E. MOHNEY, E        | Atty Refund       |                   | \$12.06           |
|          |           |         |                                 |                   | <b>\$3,397.78</b> | <b>\$3,397.78</b> |