

04-651-CD
DEPOSIT BANK, ETAL. VS. LARRY F. ROY, ETAL.

**Deposit Bank et al vs Larry Roy, Sharon Roy
2004-651-CD**

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

DEPOSIT BANK, now FIRST : NO. 04 - 651 - C.D.
COMMONWEALTH BANK, :
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: COMPLAINT
LARRY E. ROY and : FILED ON BEHALF OF: PLAINTIFF
SHARON A. ROY, :
DEFENDANTS : 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

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 FORECLOSURE
VS.	:	
LARRY E. ROY and SHARON A. ROY,	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 04 -	C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE	
VS.	:		
LARRY E. ROY and SHARON A. ROY,	:		
DEFENDANTS	:		

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. Defendants **LARRY E. ROY and SHARON A. ROY**, are adult individuals with a last known address at 23 Carson Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. On August 21, 1992, Defendants executed and delivered to Plaintiff a Mortgage and Home Equity Line of Credit Agreement upon the premises hereinafter

described, which Mortgage was recorded on August 26, 1992 in Clearfield County Deed and Record Book Volume 1480, page 425. True and correct copies of the Mortgage and Home Equity Line of Credit Agreement are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.

5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on January 2, 2004, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

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

7. The premises subject to the Mortgage is the property located at 23 Carson Avenue, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

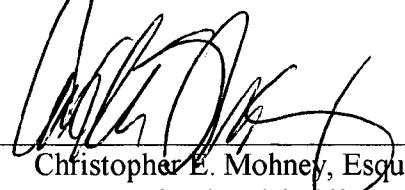
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Home Equity Line of Credit Agreement secured thereby, the whole of said unpaid balance of principal is immediately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

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

Current Balance -	\$4,300.75
Interest payoff (as of 3/31/04) -	\$ <u>42.90</u>
TOTAL:	\$4,343.65

WHEREFORE, Plaintiff demands judgment in the amount of \$4,343.65, plus interest thereon at a per diem rate of \$.7050409 on unpaid principal balance from March 31, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **LARRY E. ROY and SHARON A. ROY**.

Respectfully submitted,

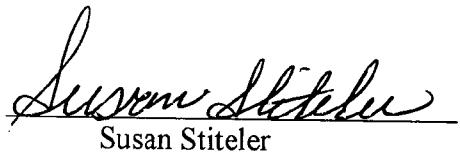
BY: 

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

MORTGAGE

VOL 1480 PAGE 425

(Advance Money Mortgage Securing an Open-End Line of Credit)

THIS MORTGAGE is made this 21st day of August, 1992 between Larry E. Roy & Sharon A. Roy of 23 Carson ave., DuBois, PA. 15801 (whether one or more persons called "Owner") and

DEPOSIT BANK

, (called "Lender").

WHEREAS, Larry E. Roy and Sharon A. Roy (whether one or more persons called "Borrower") has been granted a Home equity Line of Credit Account (called the "Account") by Lender with a Credit Limit of \$ 6,500.00, as evidenced by an Account Agreement (called the "Agreement") dated Aug. 21, 1992; and

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

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

23 Carson Ave. DuBois, PA.
Street

Sandy Clearfield, Commonwealth of Pennsylvania, (the "Property"),
Township/City/Municipality/borough County

which was conveyed to Owner by Deed dated Nov. 9, 1990, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1375, Page 86, Tax Parcel Number (or other Uniform Parcel Identifier, if any) , as the Property is therein described and, if this box is checked, as the Property is more particularly described in Exhibit "A," which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows:

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

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

Sandy E. Roy

DEPOSIT BANK

Owner

Larry C. Roy

(SEAL)

EXHIBIT "A"

Sharon A. Roy

(SEAL)

NOTICE

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER OTHER MORTGAGES

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

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

2 E. Long Ave., P.O. Box 607-A
DuBois, PA. 15801

On behalf of Lender.

By: Dorothy J. S. Caudle Title: Loan Officer

COMMONWEALTH OF PENNSYLVANIA:

SS
COUNTY OF CLEARFIELD:

On this, the 24 day of August, 1992, before me, CARL E. REAGLE, the undersigned officer, personally appeared LARRY E. TISHARON R. ROY, known to me (or satisfactorily proven) to be the person(s) whose name(s) RE subscribed as Owner to the within instrument, and acknowledged that THEY executed the same for the purposes herein contained and desired it to be recorded as such.

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

Carl E. Reagle
Title of Officer



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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:30pm 8-26-92
BY Deputy Marshal
FEES 13.50
Karen L Starck, Recorder

Mortgage

COMMONWEALTH
OF
PENNSYLVANIA

OF

PENNSYLVANIA

Loan No. 0199998997

Larry E. Roy
Sahron A. Roy

TO

Deposit Bank
2 E. Long Ave.
P.O. Box 607-A
DuBois, PA. 15801

COMMONWEALTH
OF PENNSYLVANIA

)
) ss:
)

Recorded on this

, A.D. 19 1992, in

the Recorder's Office of Said County, in Mortgage

Book, Vol. 1, Page 1

Given under my hand and seal of the said

office, the day and year aforesaid.

Recorder

DEPOSIT BANK
HOME EQUITY LINE OF CREDIT AGREEMENT

Date August 21, 1992 Account No. 0199998997 Authorized Credit Limit \$ 6,500.00

A SEPARATE DISCLOSURE STATEMENT, PART ONE AND PART TWO, HAS BEEN GIVEN TO BORROWER WITH AND IS PART OF THIS AGREEMENT. THE DISCLOSURE STATEMENT, PART ONE AND PART TWO, AND THIS AGREEMENT SHOULD BE READ TOGETHER AS ONE DOCUMENT.

As used in this Agreement, the following definitions apply: "Borrower" means each person signing this Agreement as a Borrower, individually, and, if more than one Borrower signs, all Borrowers, collectively.

"Lender" means **Deposit Bank**

any person or institution to whom the Lender assigns its interest in this Agreement.

, and
Deed Book 1376
Page 86

"Mortgaged Property" means the real estate located at 23 Carson Ave., DuBois, Pa. 15801 upon which the Owners have given the Lender a Mortgage to secure payment and performance of Borrower's obligations under this Agreement.

"Owner" means each person signing the Mortgage upon the Mortgaged Property, individually, and, if more than one Owner signs, all Owners, collectively. One or more Owners may also be Borrowers.

"Account" means the revolving loan Account which is the subject of this Agreement.

"Authorized Credit Limit" means the total dollar amount of credit available to Borrower on the Account, and is stated above.

"Termination" of the Account means that Borrower will no longer be permitted to obtain loans or advances of credit on the Account. Termination affects the Account permanently.

"Billing Cycle" means the interval between the dates each month when the monthly billing statement is prepared.

GENERAL DESCRIPTION OF THE ACCOUNT. This Account is a revolving loan account, secured by a Mortgage on the Mortgaged Property. Borrower may obtain loans on the Account in the ways described in the "Advances of Credit" section, up to the Authorized Credit Limit, during any time that this Agreement is in effect. Loans will be added to the balance on the Account to be repaid by monthly payments. As the balance on the Account is repaid, the credit will again be made available to Borrower, up to the Authorized Credit Limit. Borrower may begin to obtain loans on the Account after Lender notifies Borrower that the credit has been approved and the Borrower's and, if applicable, Owner's right to cancel the Agreement has expired.

Interest will be charged on the outstanding principal balance at a rate that may change from time to time. The method of calculating the interest is described in the Disclosure Statement-Part One.

BORROWER'S PROMISE. Borrower promises to repay any extensions of credit and proper charges to the Account, with interest calculated in accordance with this Agreement. So long as any amount due on this Account remains unpaid, Borrower will pay each month at least the minimum payment due within 15 days of the billing date. Borrower will pay all other fees, costs and charges required by this Agreement, including, if Lender files suit or takes other legal action to collect the amount due on the Account or to protect any Collateral securing the Account, all costs incurred and a reasonable attorney's fee of not less than 15% of the amount due. Borrower promises to repay upon demand any extension of credit on the Account to the extent that the outstanding principal balance on the Account exceeds the Authorized Credit Limit; payment under this sentence will be due in addition to the minimum payment due on the Account. If the Lender temporarily prohibits further extensions of credit, Borrower promises to continue to make the minimum payments due on the Account, unaffected by the temporary prohibition.

MATERIAL OBLIGATIONS.

- (a) Borrower will use the Mortgaged Property only for personal, family and household purposes as Borrower's principal dwelling.
- (b) Borrower will make all payments on the Account when due, and will make the payments at the place and in the manner set forth on the billing statements.
- (c) Borrower will pay or cause to be paid all taxes and assessments (including condominium or similar assessments, if applicable) which may obtain priority over the Mortgage, when and as they become due.
- (d) Borrower will cause the improvements existing on the Mortgaged Property to be insured against loss by fire and other hazards and casualties, with an insurance company acceptable to Lender. All policies shall be in a form acceptable to Lender and shall name Lender a "loss-payee" or "additional loss-payee," as appropriate, and provide that Lender be given not less than 10 days written notice prior to cancellation or reduction of coverage.
- (e) Borrower will pay or perform all obligations under any mortgage or security agreement on the Mortgaged Property which has priority over the Mortgage securing this Account.
- (f) Borrower will keep or cause to be kept the Mortgaged Property in good order and repair, shall not permit waste or deterioration of the Mortgaged Property and shall not use or allow the Mortgaged Property to be used for any illegal purpose. If the Mortgaged Property is a condominium or part of a planned unit development, Borrower shall comply or cause to be complied, with all by-laws, regulations or restrictions of record.

(g) Borrower will permit, or cause to be permitted, inspections of the Mortgaged Property by agents of Lender, upon reasonable notice.

(h) Borrower will not sell, give or transfer ownership of the Mortgaged Property or any right therein, or permit such sale, or transfer, in whole or in part, without Lender's prior written consent.

(i) Borrower will not commit fraud or make any misrepresentations in connection with the Account, any personal financial statements, appraisals, or other information provided to Lender during the term of the Account.

FEES AND CHARGES.

CLOSING COSTS: In order to open and maintain the Account, Borrower must pay certain fees and charges which are itemized in the Disclosure Statement-Part One.

ADVANCES OF CREDIT. Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account. Borrower may obtain loans on the Account in the ways described in the Disclosure Statement-Part One.

Lender is not responsible if, for any reason, anyone fails or refuses to honor the Special Checks, or if any other device Lender provides to Borrower to obtain loans on the Account, or if any automated teller machine (if applicable) fails to operate or operates improperly at the time Borrower attempts to obtain a loan. Any claim that Borrower has against a third party must be resolved directly with that party.

PREPAYMENT. Borrower may prepay the outstanding balance on the Account, in whole or in part, without penalty.

A payment on the Account in any Billing Cycle of an amount greater than the minimum monthly payment due, but less than the entire outstanding balance, will be considered a partial prepayment.

A partial prepayment will be applied to reduce the outstanding balance on the Account, but will not postpone the minimum monthly payment due the following month and will not change the way it is computed.

LENDER'S OBLIGATION TO EXTEND CREDIT. Lender agrees to extend credit on the Account in response to any proper request for credit made by Borrower.

A request for credit shall not be considered a proper request if:

- (1) it would cause the outstanding balance on the Account to exceed the Authorized Credit Limit; or
- (2) it is received by the Lender, initiated or dated during a time when the account is terminated in accordance with the "Termination" section of this Agreement; or
- (3) it is received by the Lender, initiated or dated during a time when further extensions of credit are prohibited under the "Prohibition of Additional Extensions of Credit" section of the Disclosure Statement - Part Two; or
- (4) it is not made in accordance with the "Advances of Credit" section of this Agreement.

In the event of Borrower's death or legal incapacity, a request for credit by Borrower will be a proper request if the loan is made and posted to Borrower's Account before Lender receives written notice of the death or incapacity.

THE ADDITIONAL TERMS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

ACKNOWLEDGMENT OF RECEIPT. Each person signing this Agreement acknowledges receipt of a completed copy of this Agreement.

Borrower's Name and Address Larry E. ROY & Sharon A. ROY, 23 Carson Ave., DuBois, Pa. 15801

INTENT TO BE LEGALLY BOUND. Each Borrower signing this Agreement intends to be legally bound by its terms including the terms, stated in the Disclosure Statement. Lender, by approving the credit and establishing the Account, has evidenced its intent to be legally bound by the terms of this Agreement.

Larry E. ROY *8-21-92* *Sharon A. ROY* *8-21-92*
Borrower Date Borrower Date

Each Owner signing this Agreement who is not a Borrower, and does not have the right to obtain loans on the Account, is agreeing only to be legally bound by the terms of this Agreement and the Disclosure Statement relating to the Mortgage and to the Mortgaged Property; the Owner's liability is limited to the Owner's interest in the Mortgaged Property.

Owner

Date

Owner

Date

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

ORIGINAL EXHIBIT "B"

OTHER PROPER CHARGES TO THE ACCOUNT. Lender may, at its option, extend credit on the Account in response to any other request for credit made by Borrower at any time. Such extensions of credit shall also be considered proper charges to the Account.

AMENDMENTS OF THE TERMS OF THE ACCOUNT. Lender may amend the terms of the Account by prior notice to Borrower under the following circumstances:

- (1) If the index on which changes in the Annual Percentage Rate are based no longer is published or is otherwise unavailable, Lender may change the index and margin used. Lender will choose a new index that has an historical movement substantially similar to that of the original index, and the new margin will be chosen so that the new margin and index would result in an Annual Percentage Rate substantially similar to the rate in effect at the time the original index becomes unavailable.
- (2) Lender may make an insignificant change in the terms of the Account if permitted by federal law.
- (3) Lender may make a change in the terms of the Account which will benefit Borrower.

Any other amendment of the terms of the Account must be contained in a written agreement between Lender and Borrower.

STATEMENTS. Lender will mail to Borrower a periodic statement of the Account at the end of each Billing Cycle, unless such a statement is not required by law. The statement will show the activity in the Account during the Billing Cycle. Unless Borrower notifies Lender in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by Borrower. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any Borrower, it shall be considered correct as to and accepted by all Borrowers.

SECURITY. To secure the payment of sums due on this Account, Borrower and/or Owner have executed a Mortgage in Lender's favor dated the same date as this Agreement. Lender hereby waives (gives up) its security interest in the Mortgaged Property as to any extension of credit to the extent that it would cause the outstanding balance to exceed the Authorized Credit Limit. Borrower also grants Lender a security interest in:

- (1) Any of Borrower's property which is in Lender's possession at any time.
- (2) All credit insurance proceeds and return insurance premiums which any Borrower elects to obtain.
- (3) All proceeds of insurance which Lender requires Borrower to obtain on the Mortgaged Property in accordance with the Mortgage and/or this Agreement.

Collateral securing other obligations to Lender may also secure the payment of this Account.

TERMINATION. If this Account is terminated, Borrower shall no longer have the right to obtain loans from or make any charges to the Account, and Lender shall no longer be obligated to make advances on the Account. If Lender, at its option, chooses to make further advances on the Account, such advances shall be proper charges to the Account for which Borrower shall be liable to repay. If the Account is terminated, unless Lender exercises its right to require the balance to be paid sooner, Borrower promises to continue to make the minimum payment due each month.

COLLECTION COSTS. Borrower agrees to pay all court costs and fees, as well as reasonable attorney's fees, as permitted by law, incurred in connection with any action instituted to collect on this Account or to protect any Collateral securing the Account.

PAYMENT MARKED "PAYMENT IN FULL." Borrower agrees not to submit any checks to Lender in payment of Borrower's Account marked "Payment in Full" unless the amount of the check is at least equal to the total balance then owing on Borrower's Account. If Borrower does submit a check to Lender marked "Payment in Full" for a sum less than the balance due on the Account, Lender may accept the check in partial payment of the balance due on the Account, and not be bound by the "Payment in Full" notation. Lender will not be deemed to have waived its rights to full payment of the balance due on the Account by accepting such check.

DELAY IN ENFORCEMENT. Lender can delay enforcing any of its rights under this Agreement without losing them. Any waiver by Lender of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

CHANGE OF ADDRESS AND NOTICES. Borrower agrees to notify Lender immediately in writing of any change in Borrower's address. All notices and monthly statements will be delivered to Borrower at Borrower's last address appearing in Lender's records. Notices sent to that address will be effective for all purposes under this Agreement. If Borrower sends a notice or letter to Lender, it must be sent to Lender at the address appearing on the most recent billing statement.

Borrower waives any presentment, demand, protest, notice of protest and dishonor and any other notice to which Borrower may be entitled and may, by law, be waived.

JOINT AND SEVERAL OBLIGATION. Each Borrower who signs this Agreement, and the heirs and personal representatives of each, will be equally responsible, individually and together, for payment of the total amount owed.

ASSIGNMENTS. Borrower may not assign or otherwise transfer Borrower's rights and privileges under this Agreement.

Lender may assign any and all of its rights and obligations under this Agreement and the Mortgage at any time without Borrower's consent. The person(s) to whom Lender assigns this Agreement and Mortgage shall be entitled to all of Lender's rights and be subject to all Lender's obligations under this Agreement and the Mortgage. None of Borrower's rights shall be affected by such assignment.

SPECIAL CHECKS.

OWNERSHIP OF CHECKS: The Special Checks are at all times Lender's property. Borrower agrees to return all unused Special Checks to Lender upon Lender's request or upon termination of this Agreement by either party. When the Special Checks have been paid by Lender, Lender has no obligation to return them to Borrower.

PROHIBITION OF PAYMENT WITH SPECIAL CHECKS. Borrower agrees not to make payment to Lender on this Account with a Special Check furnished by Lender under this Agreement.

POSTDATED, STALE DATED, CERTIFIED, AND STOP PAYMENT OF CHECKS: Procedures, laws, and fees applicable to comparable transactions on regular checking accounts shall apply to Special Checks under this Agreement with respect to postdated checks, stale dated checks, certifying checks and stop payment orders. Borrower agrees not to issue postdated Special Checks. Certified Special Checks will be posted to the Account on the day the Special Check is certified.

SEVERABILITY. If it is determined for any reason that a part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision of this Agreement. This Agreement will then read as if the invalid or unenforceable part were not there.

ENTIRE AGREEMENT. This Agreement, the Disclosure Statement, any Rider hereto, the Mortgage, and the Application Form related to this loan contain the entire agreement between Lender and Borrower. This Agreement supersedes all previous agreements, oral or written, between the parties relating to this Home Equity Line of Credit.

GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws have been pre-empted or superseded by federal law.

Date: December 31, 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): Larry E. Roy

PROPERTY ADDRESS: 23 Carson Ave., DuBois, PA 15801

LOAN ACCT. NO.: 199998997

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located

at: **-23 Carson Ave., 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: **\$September 15, 2003 thru December 15, 2003 totaling \$315.00**

Other charges (explain/itemize): **Late fees of \$0.00**

TOTAL AMOUNT PAST DUE: \$315.00

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 \$315.00, 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 may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: December 31, 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.

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LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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): Sharon A. Roy

PROPERTY ADDRESS: 23 Carson Ave., DuBois, PA 15801

LOAN ACCT. NO.: 199998997

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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YOU MAY ALSO HAVE THE RIGHT:

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
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- 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

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:

Sharon A. Ray
23 Carson Ave
Dubois PA 15801

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

X *Sharon Ray*

Agent
 Addressee

B. Received by (Printed Name)

Larry Ray

C. Date of Delivery
01-10

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 1680 0000 3848 1041

Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

1041
1680
0000
3848
7003

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

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

Ray, atm: Nicole, Cable, fpc

Postage	\$ 1.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.05
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.15

Postmark Here JAN 2 2004
USPS

Sent To
Sharon A. Ray
Street, Apt. No.:
or PO Box No.: 23 Carson Ave
City, State, ZIP+4: Dubois PA 15801

PS Form 3800, June 2002
See Reverse for Instructions

EXHIBIT "D"

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:

Larry E. Ray
23 Carson Ave
Dubois PA 15801

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

7003 1680 0000 3848 1034

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Larry Ray

Agent
 Addressee

B. Received by (Printed Name)

Larry Ray

C. Date of Delivery
01-10D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

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

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

Ray, Lynn Nicole/Cable fees

Postage	\$ 1.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark
Here
2004

Sent To	Larry E. Ray
Street, Apt. No., or PO Box No.	23 Carson Ave
City, State, ZIP	Dubois PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT "D"

VOL 1376 PAGE 086

WARRANTY DEED - 1990

PLAUMER-CHURCH CO., WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the Ninth (9th) day of November
in the year nineteen hundred and ninety (1990)
BETWEEN JACK A. VIVIANI of Sandy Township, Clearfield County, Pennsylvania,
GRANTOR, Party of the First Part;

A
N
D

LARRY E. ROY and SHARON A. ROY, husband and wife, of Sandy Township, Clearfield
County, Pennsylvania, as Tenants by the Entireties, GRANTEEES, Parties of the Second
Part;

WITNESSETH, That in consideration of TWENTY-FIVE THOUSAND and 00/100

-----(\$25,000.00)----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant
and convey to the said grantees,

ALL that certain piece or parcel of land lying and being situate in Sandy Township,
Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on Carson Street and the center of
Sulphur Creek on the line of Lot No. 36; thence North 15°
15' West 47 feet to the corner of Carson Street and an alley;
thence along said alley North 74° 46' East 100 Feet to the
intersection of Lots Nos. 37 and 38; thence along line of
Lot No. 38, South 15° 14' East 39.5 Feet to the center line
of Sulphur Creek; thence along center line of Sulphur Creek
South 70° 28' West to Carson Street and the place of beginning.
Being the North portion of Lots 36 and 37, lying North of said
Sulphur Creek.

BEING the same premises which were conveyed to Jack A. Viviani by deed of Jack
Anthony Viviani, Executor of the Estate of Marie Elizabeth Viviani, also known as
Marie Viviani, deceased, dated November 21, 1989, and recorded in the Register
and Recorder's Office of Clearfield County, Pennsylvania, in Deeds and Records
Book Vol. 1319, Page 18, on December 19, 1989.

EXHIBIT "E"

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK now FIRST COMMONWEALTH BANK

Sheriff Docket # 15555

VS.

04-651-CD

ROY, LARRY E. & SHARON A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MAY 13, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY E. ROY, DEFENDANT AT RESIDENCE, 23 CARSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY E. ROY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

NOW MAY 13, 2004 AT 11:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHARON A. ROY, DEFENDANT AT RESIDENCE, 23 CARSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY E. ROY, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/COUDRIET

Return Costs

Cost	Description
38.62	SHERIFF HAWKINS PAID BY: PLFF. CK# 98453
20.00	SURCHARGE PAID BY: PLFF CK# 98454

Sworn to Before Me This

19 Day Of May, 2004
William A. Shaw

So Answers,


Chester A. Hawkins
Sheriff

FILED
02-04-04
MAY 19 2004


William A. Shaw
Prothonotary

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

DEPOSIT BANK, now FIRST
COMMONWEALTH BANK, : NO. 04 - 651 C.D.
PLAINTIFF : TYPE OF CASE: MORTGAGE
VS. : FORECLOSURE
: TYPE OF PLEADING: PRAECIPE
LARRY E. ROY and : TO SETTLE, DISCONTINUE AND END
SHARON A. ROY, : FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO.: 63494
: 90 BEAVER DRIVE, SUITE 111B
: DUBOIS, PA 15801
: (814) 375-1044

FILED

JUL 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

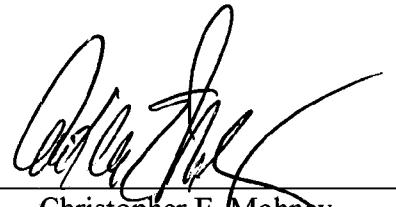
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 04 - 651 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
LARRY E. ROY and SHARON A. ROY,	:	
DEFENDANTS	:	

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY: 
Christopher E. Mohney
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**Deposit Bank, now
First Commonwealth Bank**

Vs. **No. 2004-00651-CD**
Larry E. Roy
Sharon A. Roy

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 8, 2004, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Christopher E. Mohney, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of July A.D. 2004.

William A. Shaw, Prothonotary