04-964-CD
DEPOSIT BANK vs. RICHARD B. HADFIELD etal

Deposit Bank vs Richard Hadfield et al
2004-964-CD

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

DEPOSIT BANK,	:	NO. 04 -964-C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

Dec. 27, 2004 Document
Reinstated/~~Reissued~~ to ~~Sheriff~~/Attorney
for service.

~~Deputy~~ Prothonotary

FILED

JUN 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

10/12/04 Document
Reinstated/~~Re-issued~~ to Sheriff/~~Attorney~~

~~Deputy~~ Prothonotary

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK,** is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

4. On December 8, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume

1723, page 162. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 1, 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.

7. 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.

8. The premises subject to the Mortgage is the property located at RD 1, Box 91E, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. 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 Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	$52,081.21
Interest payoff (as of 6/8/04) -	$ 5,255.56
Late Fees -	$ 2,119.15
TOTAL:	$59,455.92

WHEREFORE, Plaintiff demands judgment in the amount of $59,455.92, plus interest thereon at a per diem rate of $12.4416 on unpaid principal balance from June 8, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD.**

Respectfully submitted,

BY: _____

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

VERIFICATION

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

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

Susan Stiteler

Susan Stiteler

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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:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12-8-95 **. The mortgagor is RICHARD B HADFIELD and PATRICIA A HADFIELD ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand & 00/100 Dollars (U.S. $73,000.00).** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

12/8/95
C...
...3:50 P.M.
...David L. Hughes
...15.50
...Recorder

which has the address of R D 1 BOX 91-E, PENFIELD, Pennsylvania 15849 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

Exhibit "A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 1–4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 8th day of December, 19 95, before me Jacqueline S. Ciamacco, the undersigned Notary Public, personally appeared **RICHARD B HADFIELD**, 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

NOTARIAL SEAL
JACQUELINE S. CIAMACCO, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 24, 1996

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-G203 12/4] LN R12.OVL]

NOTE

12-8-95 DuBois, Pennsylvania

R D 1 BOX 91–E, PENFIELD, Pennsylvania, 15849
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on February 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $727.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Exhibit "B"

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal)
RICHARD B HADFIELD–Borrower
Social Security Number – 166–36–2691

_____ (Seal)
PATRICIA A HADFIELD–Borrower
Social Security Number – 189–52–8363

_____ (Seal)
–Borrower
Social Security Number – _____

[Sign Original Only]

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 INMEDITAMENTE 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): Richard B. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: ~~May 1, 2003 thru August 1, 2003 totaling $2,892.60~~

Other charges (explain/itemize): ~~Late fees of $1,685.25~~

TOTAL AMOUNT PAST DUE: ~~$4,577.85~~

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 $4,577.85, 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, ECP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

·TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

·TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: August 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 INMEDITAMENTE 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): Patricia A. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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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.

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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 $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, 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.)

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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.

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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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

Patricia A. Hadfield
RD 1 Box 91E
Penfield PA 15849

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 7144

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

Exhibit D

CERTIFIED MAIL™

7003 0500 0003 7573 7144

FIRST Commonwealth

First Commonwealth Bank
Central Offices: Philadelphia and 6th Stree
Indiana, PA 15701-3400

UNCLAIMED

PATRICIA A HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

8-5
8-12

ACS ☐ INSUFFICIENT ADDRESS
☐ ATTEMPTED NOT KNOWN
☐ NO SUCH NUMBER STREET
☐ NOT DELIVERABLE AS ADDRESSED - UNABLE TO FORWARD
☒ OTHER

RTS
RETURN TO SENDER

15701/3400

7003 0500 0003 7573 7144

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Hadfield Attn: Nicole Cable-Tupi

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

Postmark Here

Sent To: Patricia A. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED 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:

Richard B. Hadfield
RD 1 Box 91E
Penfield PA 15849

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

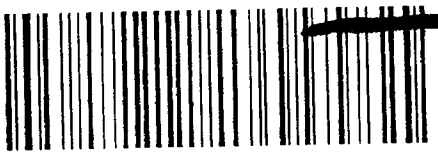
7003 0500 0003 7573 7137

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

First Commonwealth

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



7003 0500 0003 7573 7137

UNCLAIMED

RICHARD B HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

[redacted]

7003 0500 0003 7573 7137

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Hadfield farm: Nicle cable Expense

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: Richard B. Hadfield
Street, Apt No.; or PO Box No.: RD 1 Box 91 E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 79 perches to a post, corner of said 25 acre lot; thence South 11½° West 12 perches to a Hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

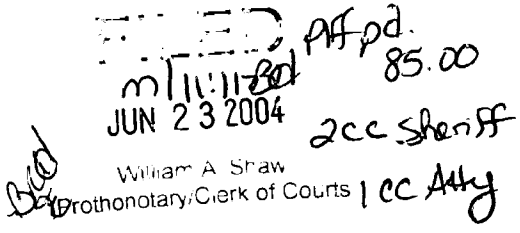
Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 512, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 78½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 76 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4885.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

EXHIBIT "E"


FILED
m/11:11 Bcc
JUN 23 2004
William A. Shaw
Prothonotary/Clerk of Courts
Aff pd.
85.00
2cc Sheriff
1 cc Atty

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

HADFIELD, RICHARD B. & PATRICIA A.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15816

04-964-CD

SHERIFF RETURNS

NOW JULY 27, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS.

Return Costs

Cost	Description
31.37	SHERIFF HAWKINS PAID BY: PLFF CK# 100352
20.00	SURCHARGE PAID BY: PLFF CK# 100353

Sworn to Before Me This

29 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 by Marilyn Hamm

Chester A. Hawkins
Sheriff

01:37pm BS
JUL 29 2004
E/B
William A. Shaw
Prothonotary

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

DEPOSIT BANK,	:	NO. 04 -964- C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	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.

JUN 23 2004

Attest.

Prothonotary/
Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK,** is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

4. On December 8, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume

1723, page 162. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 1, 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.

7. 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.

8. The premises subject to the Mortgage is the property located at RD 1, Box 91E, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. 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 Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	$52,081.21
Interest payoff (as of 6/8/04) -	$ 5,255.56
Late Fees -	$ 2,119.15
TOTAL:	$59,455.92

WHEREFORE, Plaintiff demands judgment in the amount of $59,455.92, plus interest thereon at a per diem rate of $12.4416 on unpaid principal balance from June 8, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD.**

Respectfully submitted,

BY: _____

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

VERIFICATION

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

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

Susan Stiteler

VOL 1723 PAGE 162

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:

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

Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12-8-95 **. The mortgagor is RICHARD B HADFIELD and PATRICIA A HADFIELD ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand & 00/100 Dollars (U.S. $73,000.00).** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

CLEARFIELD
ENTERED 12/8/95
TIME 3:50 PM
BY Karen L. Starck
FEES 15.50
Karen L. Starck, Recorder

which has the address of R D 1 BOX 91-E, PENFIELD, Pennsylvania 15849 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

Exhibit "A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 1–4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants containec in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 8th day of December, 19 95, before me Jacqueline S. Ciamacco, the undersigned Notary Public, personally appeared **RICHARD B HADFIELD**, 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.

Jacqueline S. Ciamacco

Notary Public in and for the State of Pennsylvania

NOTARIAL SEAL
JACQUELINE S. CIAMACCO, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 24, 1996

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NOTE

12-8-95 DuBois, Pennsylvania

R D 1 BOX 91-E, PENFIELD, Pennsylvania, 15849
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on February 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $727.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Exhibit "B"

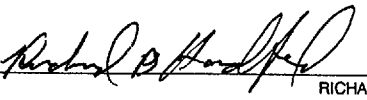
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

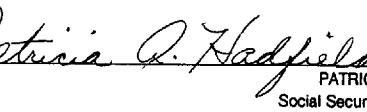
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



_____ (Seal)
RICHARD B HADFIELD–Borrower
Social Security Number – 166–36–2691



_____ (Seal)
PATRICIA A HADFIELD–Borrower
Social Security Number – 189–52–8363

_____ (Seal)
–Borrower
Social Security Number – _____

[Sign Original Only]

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 INMEDITAMENTE 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): Richard B. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

·TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

·TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: August 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 INMEDITAMENTE 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): Patricia A. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, 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

Exhibit D

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED 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:

Patricia A. Hadfield
RD 1 Box 91E
Penfield PA 15849

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 7144

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

FIRST Commonwealth

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

7003 0500 0003 7573 7144

UNCLAIMED

PATRICIA A HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

8-5
8-12

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

RTS
RETURN TO SENDER

15701/0400

7003 0500 0003 7573 7144

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

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

Hadfield Patricia A Hadfield

Postage	$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: Patricia A. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED 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:

Richard B. Hadfield
RD 1 Box 91E
Penfield PA 15849

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

7003 0500 0003 7573 7137

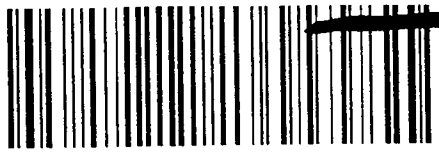
2003
AUG 9
NMO

August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

First Commonwealth

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



7003 0500 0003 7573 7137

UNCLAIMED

RICHARD B HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

[redacted]

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

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

Hadfield [illegible] Nicle Cable Expl

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

7003 0500 0003 7573 7137

Sent To: Richard B. Hadfield
Street, Apt. No., or PO Box No.: RD 1 Box 91 E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 79 perches to a post, corner of said 25 acre lot; thence South 11½° West 52 perches to a Hemlock corner; thence North 38 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 512, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Harlan T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4885.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 481.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

EXHIBIT "E"

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

DEPOSIT BANK,	:	NO. 04-964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	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.

JUN 23 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK,** is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

4. On December 8, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume

1723, page 162. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 1, 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.

7. 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.

8. The premises subject to the Mortgage is the property located at RD 1, Box 91E, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. 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 Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	$52,081.21
Interest payoff (as of 6/8/04) -	$ 5,255.56
Late Fees -	$ 2,119.15
TOTAL:	$59,455.92

WHEREFORE, Plaintiff demands judgment in the amount of $59,455.92, plus interest thereon at a per diem rate of $12.4416 on unpaid principal balance from June 8, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD.**

Respectfully submitted,

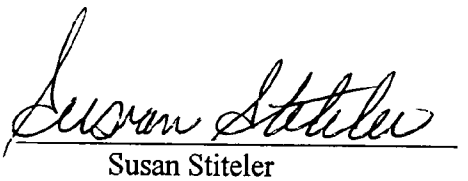
BY: _____

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

VERIFICATION

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

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



Susan Stiteler

VOL 1723 PAGE 162

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:

Recorded in the Recorder's Office of Clearfield County, Pennsylvania.

Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12-8-95 **. The mortgagor is RICHARD B HADFIELD and PATRICIA A HADFIELD ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand & 00/100 Dollars (U.S. $73,000.00).** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

CLEARFIELD COUNTY
ENTERED 12/8/95
TIME 3:50 P.M.
BY David L. Hughes
FEES 15.50
Karen L. Starck, Recorder

which has the address of R D 1 BOX 91-E, PENFIELD, Pennsylvania 15849 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

Exhibit "A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 1–4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants containec in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 8th day of December, 19 95, before me Jacqueline S. Ciamacco, the undersigned Notary Public, personally appeared **RICHARD B HADFIELD**, 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.

Jacqueline S. Ciamacco
Notary Public in and for the State of Pennsylvania

NOTARIAL SEAL
JACQUELINE S. CIAMACCO, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 24, 1996

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-G203 12-14-94 LN R12.OVL]

NOTE

12-8-95 DuBois, Pennsylvania

R D 1 BOX 91-E, PENFIELD, Pennsylvania, 15849
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on February 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $727.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Exhibit "B"

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower
Social Security Number – 166–36–2691

Patricia A. Hadfield (Seal)
PATRICIA A HADFIELD–Borrower
Social Security Number – 189–52–8363

_____ (Seal)
–Borrower
Social Security Number – _____

[Sign Original Only]

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 INMEDITAMENTE 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): Richard B. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, 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, ECP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

·TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

·TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: August 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 INMEDITAMENTE 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): Patricia A. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

·IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

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

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

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

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

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

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

(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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: ~~May 1, 2003 thru August 1, 2003 totaling $2,892.60~~

Other charges (explain/itemize): ~~Late fees of $1,685.25~~

TOTAL AMOUNT PAST DUE: ~~$4,577.85~~

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 $4,577.85, 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

Exhibit "D"

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

Patricia A. Hadfield
RD 1 Box 91E
Penfield PA 15849

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 7144

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

FIRST Commonwealth

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

7003 0500 0003 7573 7144

UNCLAIMED

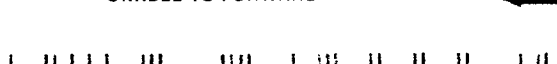
PATRICIA A HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

8-5
8-12

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

RTS
RETURN TO SENDER

15701/0400



7003 0500 0003 7573 7144

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

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

Hadfield Penfield Cable Tipple

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

Postmark Here

Sent To Patricia A. Hadfield
Street, Apt. No.; or PO Box No. RD 1 Box 91E
City, State, ZIP+4 Penfield PA 15849

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

Richard B. Hadfield
RD 1 Box 91E
Penfield PA 15849

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

7003 0500 0003 7573 7137

PS Form [illegible] August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

FIRST Commonwealth

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

7003 0500 0003 7573 7137

RICHARD B HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

[redacted]

7003 0500 0003 7573 7137

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

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

Hadfield [illegible] Nicole cable Fepu

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: Richard B. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91 E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 79 perches to a post, corner of said 25 acre lot; thence South 11½° West 52 perches to a Hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 712, page 75.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4845.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

EXHIBIT "E"

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE TO
	:	REINSTATE COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

m 2:02 30 fee 17.00
2 Reinstated Compl. to Sheff

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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, PA
NO. 04-964 CD

DEPOSIT BANK,
PLAINTIFF

VS.

RICHARD B. HADFIELD and
PATRICIA A. HADFIELD,
DEFENDANTS

PRAECIPE TO
REINSTATE COMPLAINT

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

HADFIELD, RICHARD B. & PATRICIA A.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15816

04-964-CD

SHERIFF RETURNS

NOW NOVEMBER 22, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS. ATTEMPTED NOT HOME.

Return Costs

Cost	Description
10.37	SHERIFF HAWKINS PAID BY: PLFF. CK# 107225
20.00	SURCHARGE PAID BY: PLFF. CK# 107226

Sworn to Before Me This

24th Day Of Nov. 2004

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

So Answers,

by Marilyn Harr

Chester A. Hawkins
Sheriff

FILED E6K
01:42 BH
NOV 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, PLAINTIFF VS. RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS	:	NO. 04-904-C.D. TYPE OF CASE: MORTGAGE FORECLOSURE TYPE OF PLEADING: COMPLAINT 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.

JUN 23 2004

Attest.

Prothonotary/
Clerk of Courts

10/12/04 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK,** is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

4. On December 8, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume

1723, page 162. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 1, 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.

7. 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.

8. The premises subject to the Mortgage is the property located at RD 1, Box 91E, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. 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 Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	$52,081.21
Interest payoff (as of 6/8/04) -	$ 5,255.56
Late Fees -	$ 2,119.15
TOTAL:	$59,455.92

WHEREFORE, Plaintiff demands judgment in the amount of $59,455.92, plus interest thereon at a per diem rate of $12.4416 on unpaid principal balance from June 8, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD.**

Respectfully submitted,

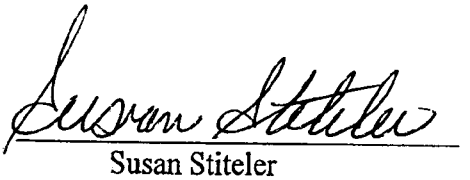
BY: _____

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

VERIFICATION

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

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



Susan Stiteler

VOL 1723 PAGE 162

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:

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

Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12-8-95 **. The mortgagor is RICHARD B HADFIELD and PATRICIA A HADFIELD ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand & 00/100 Dollars (U.S. $73,000.00).** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

CLEARFIELD COUNTY RECORDED
ENTERED 12/8/95
TIME 3:50 PM
BY Deputy
FEES 15.50
Karen L. Starck, Recorder

which has the address of R D 1 BOX 91-E, PENFIELD, Pennsylvania 15849 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

Exhibit "A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 1–4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 8th day of December, 19 95, before me Jacqueline S. Ciamacco, the undersigned Notary Public, personally appeared **RICHARD B HADFIELD**, 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

NOTARIAL SEAL
JACQUELINE S. CIAMACCO, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 24, 1996

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-G203 1874] LN R12.OVL

NOTE

12-8-95 DuBois, Pennsylvania

R D 1 BOX 91-E, PENFIELD, Pennsylvania, 15849
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on February 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $727.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Exhibit "B"

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal)
RICHARD B HADFIELD--Borrower
Social Security Number – 166-36-2691

_____ (Seal)
PATRICIA A HADFIELD--Borrower
Social Security Number – 189-52-8363

_____ (Seal)
--Borrower
Social Security Number – _____

[Sign Original Only]

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 INMEDITAMENTE 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): Richard B. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

·TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

·TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: August 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 INMEDITAMENTE 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): Patricia A. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru August 1, 2003 totaling $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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 $4,577.85, 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, ECP-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

Exhibit "D"

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

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:

Patricia A. Hadfield
RD 1 Box 91E
Penfield PA 15849

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

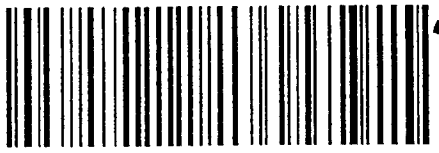
2. Article Number
(Transfer from service label) 7003 0500 0003 7573 7144

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

First Commonwealth

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



7003 0500 0003 7573 7144

UNCLAIMED

PATRICIA A HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

8-5
8-12

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

RTS
RETURN TO SENDER

15701/0400

7003 0500 0003 7573 7144

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

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

Hadfield Patricia A RD 1 Box 91E

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

Postmark Here

Sent To: Patricia A. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED 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:

Richard B. Hadfield
RD 1 Box 91E
Penfield PA 15849

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 7137

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL™

First Commonwealth

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

7003 0500 0003 7573 7137

RICHARD B HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

[redacted]

7003 0500 0003 7573 7137

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

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

Hadfield Earth Nicle Cable Repair

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: Richard B. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91 E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11½° West 15 perches to a Hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 23 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 512, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 78½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Nahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tree road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4843.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 481.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

EXHIBIT "E"

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

DEPOSIT BANK, PLAINTIFF VS. RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS	:	NO. 04-964-C.D. TYPE OF CASE: MORTGAGE FORECLOSURE TYPE OF PLEADING: COMPLAINT 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.

JUN 23 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

10/12/04 Document Reinstated/~~Reissued~~ to Sheriff/~~Attorney~~ for service.

~~Deputy~~ Prothonotary

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

NOTICE

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

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

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

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

DEPOSIT BANK,	:	NO. 04 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **DEPOSIT BANK,** is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD,** is an adult individual with a last known address at RD 1, Box 91E, Penfield, Clearfield County, Pennsylvania 15849.

4. On December 8, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume

1723, page 162. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 1, 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.

7. 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.

8. The premises subject to the Mortgage is the property located at RD 1, Box 91E, Penfield, Huston Township, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. 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 Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	$52,081.21
Interest payoff (as of 6/8/04) -	$ 5,255.56
Late Fees -	$ 2,119.15
TOTAL:	$59,455.92

WHEREFORE, Plaintiff demands judgment in the amount of $59,455.92, plus interest thereon at a per diem rate of $12.4416 on unpaid principal balance from June 8, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD.**

Respectfully submitted,

BY: _____

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

VERIFICATION

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

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

Susan Stiteler

Susan Stiteler

VOL 1723 PAGE 162

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:

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

Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12-8-95 **. The mortgagor is RICHARD B HADFIELD and PATRICIA A HADFIELD ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Seventy Three Thousand & 00/100 Dollars (U.S. $73,000.00).** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

CLEARFIELD COUNTY RECORDED
ENTERED 12/8/95
TIME 3:50 P.M.
BY David J. Hughes
FEES 15.50
Karen L. Starck, Recorder

which has the address of R D 1 BOX 91-E, PENFIELD, Pennsylvania 15849 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

Exhibit "A"

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 1–4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Richard B Hadfield (Seal)
RICHARD B HADFIELD–Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) SS
COUNTY OF Clearfield)

On this, the 8th day of December, 19 95, before me Jacqueline S. Ciamacco, the undersigned Notary Public, personally appeared **RICHARD B HADFIELD**, 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.

Jacqueline S. Ciamacco
Notary Public in and for the State of Pennsylvania

NOTARIAL SEAL
JACQUELINE S. CIAMACCO, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Jan. 24, 1996

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NOTE

12-8-95 DuBois, Pennsylvania

R D 1 BOX 91-E, PENFIELD, Pennsylvania, 15849
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments
I will pay principal and interest by making payments every month.
I will make my monthly payments on the 1st day of each month beginning on February 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2011, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."
I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.
(B) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. $727.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.
I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.
(B) Default
If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
(C) Notice of Default
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.
(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
(E) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.
Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Exhibit "B"

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal)
RICHARD B HADFIELD–Borrower
Social Security Number – 166–36–2691

_____ (Seal)
PATRICIA A HADFIELD–Borrower
Social Security Number – 189–52–8363

_____ (Seal)
–Borrower
Social Security Number – _____

[Sign Original Only]

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 INMEDITAMENTE 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): Richard B. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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: RD 1 Box 91 E, Penfield, PA 15849

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: ~~May 1, 2003 thru August 1, 2003 totaling $2,892.60~~

Other charges (explain/itemize): ~~Late fees of $1,685.25~~

TOTAL AMOUNT PAST DUE: ~~$4,577.85~~

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 $4,577.85, 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, ECP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

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

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

YOU MAY ALSO HAVE THE RIGHT:

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

·TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

·TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

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

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

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

Date: August 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 INMEDITAMENTE 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): Patricia A. Hadfield

PROPERTY ADDRESS: RD 1 Box 91 E, Penfield, PA 15849

LOAN ACCT. NO.: 001 0107008

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.

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

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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 $2,892.60

Other charges (explain/itemize): Late fees of $1,685.25

TOTAL AMOUNT PAST DUE: $4,577.85

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

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FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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.

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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.)

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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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

Patricia A. Hadfield
RD 1 Box 91E
Penfield PA 15849

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 7144

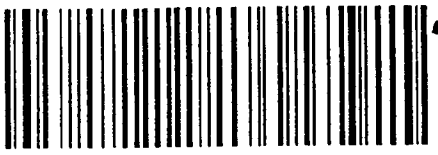
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

Exhibit D

CERTIFIED MAIL™

FIRST Commonwealth

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



7003 0500 0003 7573 7144

UNCLAIMED

PATRICIA A HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

15701/0400

7003 0500 0003 7573 7144

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

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

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$4.65

Postmark Here

Sent To Patricia A. Hadfield
Street, Apt. No.; or PO Box No. RD 1 Box 91E
City, State, ZIP+4 Penfield PA 15849

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED 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:

Richard B. Hadfield
RD 1 Box 91 E
Penfield PA 15849

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

7003 0500 0003 7573 7137

Domestic Return Receipt

102595-02-M-1540

CERTIFIED MAIL™

First Commonwealth

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

7003 0500 0003 7573 7137

UNCLAIMED

RICHARD B HADFIELD
RD 1 BOX 91 E
PENFIELD PA 15849

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

RTS
RETURN TO SENDER

[redacted]

7003 0500 0003 7573 7137

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

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

Hadfield Farm Uncle Cable Expu

Postage	$ .60
Certified Fee	2.30
Return Reciept Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To: Richard B. Hadfield
Street, Apt. No.; or PO Box No.: RD 1 Box 91 E
City, State, ZIP+4: Penfield PA 15849

PS Form 3800, June 2002 — See Reverse for Instructions

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11½° West 15 perches to a hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 712, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 78½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Nahlan T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4811.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 481.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

EXHIBIT "E"

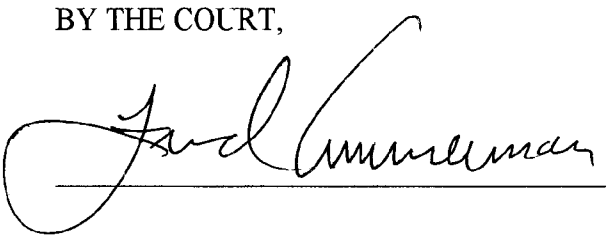
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

ORDER

AND NOW, this 17 day of December, 2004, upon consideration of Plaintiff Deposit Bank's Motion for Special Service Order in the above captioned matter, it is hereby **ORDERED AND DECREED** that Plaintiff is permitted to serve Complaints in Mortgage Foreclosure and all other pleadings and/or notices in connection with this foreclosure action, upon Defendants Richard B. Hadfield and Patricia A. Hadfield, at their last known address of 245 Hadfield Road, Penfield Pennsylvania 15849, by certified mail, return receipt requested, and ordinary mail, or by posting the property subject of the mortgage foreclosure action, completion of any of the above to be deemed as effecting service.

BY THE COURT,



2cc Atty Mooney
12/11:03 BK
DEC 20 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: MOTION FOR
	:	SPECIAL SERVICE ORDER
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

EGK
1CC
10/10:43
DEC 17 2004
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

MOTION FOR SPECIAL SERVICE ORDER

AND NOW, comes Plaintiff **DEPOSIT BANK**, by and through its counsel, **CHRISTOPHER E. MOHNEY, ESQUIRE,** and moves this Court for a Special Order pursuant to Pa. R.C.P. 430, stating as follows:

1. Plaintiff filed its Complaint in Mortgage Foreclosure on June 23, 2004.

2. The Complaint seeks entry of judgment and foreclosure on certain real estate known as R.D. 1, Box 91 E, Penfield, Pennsylvania 15849 ("mortgaged premises").

3. On filing of the Complaint, the undersigned instructed the office of the Prothonotary to delivery two certified copies of the Complaint (provided to the Prothonotary on filing of the original) to the Sheriff with Instructions for Service on Defendants at their last known address; advance funds were provided to Sheriff for service.

4. On or about July 27, 2004, a Sheriff's Return was filed indicating the Sheriff was unable to complete service on Defendants because the time expired. A copy of the

Clearfield County Sheriff's Return is attached hereto and incorporated herein as Exhibit "A".

5. On or about August 19, 2004, Plaintiff requested a Freedom of Information Search from the Penfield, Pennsylvania Postmaster. The results of that search indicate that the Defendant had a new address at 245 Hadfield Road, Penfield, Pennsylvania 15849. A true and correct copy of that Freedom of Information Search is attached hereto and incorporated herein as Exhibit "D".

6. On October 12, 2004, Plaintiff reinstate the Complaint against Defendants, and on that date delivered certified reinstated Complaints to the office of the Sheriff of Clearfield County, with advance funds necessary to accomplish service on Defendants at their new address.

7. By Return of Service dated November 22, 2004, the Sheriff states that he was unable to complete service on Defendants because time expired, and said "attempted – not home". A copy of the Clearfield County Sheriff's Return is attached hereto and incorporated herein as Exhibit "C".

8. The Plaintiff, through the Clearfield County Sheriff, has made good faith effort to serve the Defendants, as demonstrated by the foregoing two efforts to have personal service. Attached hereto and marked Exhibit "D" is the Affidavit required by Pa. R.C.P. 430 stating the nature and extent of the investigation made by Plaintiff to serve Defendants.

9. Plaintiff, despite its efforts, has been unable to complete personal service on Defendants.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Complaint in Mortgage Foreclosure, and all other pleadings/notices in connection with this foreclosure action, upon Defendants RICHARD B. HADFIELD and PATRICIA A. HADFIELD, at their last known address of 245 Hadfield Road, Penfield, Pennsylvania 15849 by certified mail, return receipt requested, and by ordinary mail, and by posting the property subject to the mortgage foreclosure, completion of any of the above to be deemed as accepting service.

Respectfully submitted,

BY: _____

Christopher E. Mohney, Esquire
Attorney for Plaintiff Deposit Bank

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

AFFIDAVIT

I, **CHRISTOPHER E. MOHNEY, ESQUIRE**, counsel for Plaintiff, **DEPOSIT BANK**, in the action of Deposit Bank vs. Richard B. Hadfield and Patricia A. Hadfield, Case No. 04-964 C.D., in mortgage foreclosure, do hereby depose and say that I caused certified copies of the Complaint in Mortgage Foreclosure filed on June 23, 2004, to be delivered to the office of the Sheriff of Clearfield County; further, that I received Sheriff's Return dated July 27, 2004 indicating that "not served, time expired"; further that I served on the U.S. Postmaster for Penfield, Pennsylvania inquiry for location of Defendants under the Freedom of Information Act, 39 C.F.R., Part 265, with the Postmaster responding on or about August 28, 2004 that Defendants new address is 245 Hadfield Road, Penfield, Pennsylvania 15849; further that on October 12, 2004, I caused the Complaint in Mortgage Foreclosure to be reinstated, and delivered to the office of the Sheriff of Clearfield County certified copies with advance funds and instructions to serve

Exhibit "D"

Defendants at 245 Hadfield Road, Penfield, Pennsylvania 15849; further, that I received Sheriff's Return dated November 22, 2004, indicating Defendants "not served, time expired" and "attempted not home"; further that I telephoned Richard B. Hadfield listed in the DuBois area telephone directory, at 637-5259 on December 8, 2004, leaving a voice message to return my call, providing my law office's telephone number, and, at date of filing of this Motion, said telephone message not being returned.

Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED

before me this 14th day of

December, 2004.

Notary Public

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

HADFIELD, RICHARD B. & PATRICIA A.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15816

04-964-CD

COPY

SHERIFF RETURNS

NOW JULY 27, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS.

Return Costs

Cost	Description
31.37	SHERIFF HAWKINS PAID BY: PLFF CK# 100352
20.00	SURCHARGE PAID BY: PLFF CK# 100353

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,

Chester A. Hawkins
Sheriff

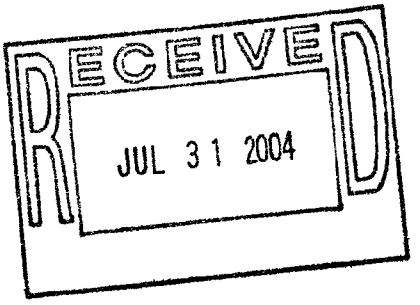


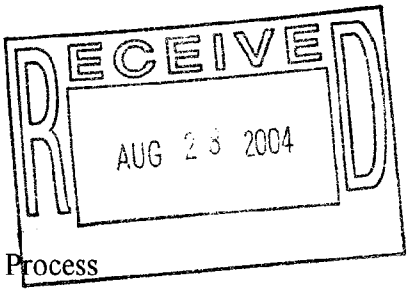
EXHIBIT "A"

CHRISTOPHER E. MOHNEY
ATTORNEY AT LAW

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

Telephone: (814) 375-1044 Facsimile: (814) 375-1088

August 19, 2004



U.S. Postmaster
Penfield, PA 15849

Request for Change of Address
Information Needed for Service of Legal Process

Please furnish the new address or the name and street address for the following:

Name: Richard B. Hadfield and Patricia A. Hadfield

Address: RD1, Box 91E, Penfield, PA 15849

NOTE: The name and last known address are required for change of address information.

The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney

2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se – except a corporation acting pro se must cite statute): not applicable

3. The names of all known parties to the litigation: Deposit Bank vs. Richard B. Hadfield and Patricia A. Hadfield

4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County, Pennsylvania

5. The docket or other identifying number if one has been issued: 02-964-CD

EXHIBIT "B"

6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

WARNING

The submission of false information either to obtain and use change of address information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to $10,000 or imprisonment of no more than five years, or both (Title 18 U.S.C. § 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

FOR POST OFFICE USE ONLY

___ No Change of address order on file
___ Not known at address given
___ Moved, left no forwarding address
___ No such address

NEW ADDRESS
NAME & STREET NUMBER:

245 HADFIELD RD
PENFIELD PA 15849

PENFIELD PA 15849
AUG
27
2004
USPS

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

HADFIELD, RICHARD B. & PATRICIA A.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15816

04-964-CD

SHERIFF RETURNS

NOW NOVEMBER 22, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS. ATTEMPTED NOT HOME.

Return Costs

Cost	Description
10.37	SHERIFF HAWKINS PAID BY: PLFF. CK# 107225
20.00	SURCHARGE PAID BY: PLFF. CK# 107226

Sworn to Before Me This

____ Day Of _____ 2004

So Answers,

Chester A. Hawkins
Sheriff

EXHIBIT "C"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL DIVISION
NO. 04-964 C.D.

DEPOSIT BANK,

PLAINTIFF

VS.

RICHARD B. HADFIELD and
PATRICIA A. HADFIELD,

DEFENDANTS

MOTION FOR SPECIAL
SERVICE ORDER

FILED
DEC 17 2004
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
CHRISTOPHER E. MOHNEY
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,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE TO
	:	REINSTATE COMPLAINT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

(12)

4 Reinstated to Atty

DEC 27 2004 8:47

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd 7.00

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE FOR
	:	WRIT OF EXECUTION
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED 4K
APR 28 2005
01 3:01/BAT
William A. Shaw
Prothonotary Clerk of Courts

1CC 9Cc w/ Desc. to Sh
Pltf pd 20.00

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;

2. Against the Defendants in the above captioned matter; and

3. Index this Writ against the Defendants and as a Lis Pendens against real property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: $59,455.92

5. Costs: $_____

Total: $_____

Prothonotary costs 139.00

BY: _____
Christopher E. Mohney, Esquire
Attorney for Plaintiff

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11½° West 17 perches to a hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 512, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4883.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 681.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

SCHEDULE "A"

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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: $59,455.92

Costs: $_____

Total: $_____
134.00 Prothonotary costs

BY:_____
William A. Shaw, Prothonotary

DATE: 4/28/05

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11¼° West 15 perches to a hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 612, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79¼ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11¼° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4863.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

SCHEDULE "A"

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE FOR
	:	DEFAULT JUDGMENT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED (GK) Pltf pd. 20.00
02:53 PM
APR 28 2005 NOCC
William A. Shaw Notice to Defs.
Prothonotary/Clerk of Courts Statement to Atty

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

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

1.	Current Balance:	$52,081.21
2.	Interest payoff:	$ 5,255.56
3.	Late Fees:	$ 2,119.15
	TOTAL:	$59,455.92

The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on February 8, 2005 as required by Pa. R.C.P. Rule 237.1.

BY: _____
Christopher E. Mohney, Esquire

NOW, this 28th day of April, 2005, damages are assessed in the amount of $59,455.92.

_____
William A. Shaw, Prothonotary

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

DATE OF NOTICE: FEBRUARY 8, 2005

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

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

TO: PATRICIA A. HADFIELD
245 Hadfield Road
Penfield, PA 15849

DATE OF NOTICE: FEBRUARY 8, 2005

IMPORTANT NOTICE

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

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

BY: _____

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

File 153

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

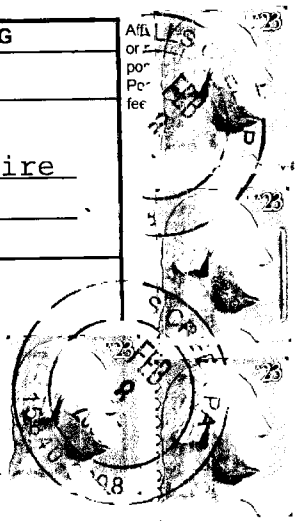
Received From:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

One piece of ordinary mail addressed to:

Richard B. Hadfield
245 Hadfield Road
Penfield, PA 15849

PS Form **3817**, January 2001



File 153

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

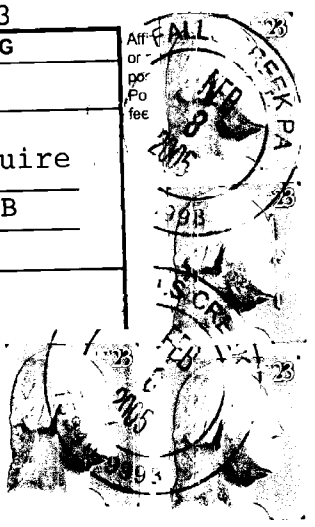
Received From:

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

One piece of ordinary mail addressed to:

Patricia A. Hadfield
245 Hadfield Road
Penfield, PA 15849

PS Form **3817**, January 2001



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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of $59,455.92 on April 28, 2005.

WILLIAM A. SHAW, PROTHONOTARY

By:_____
, Deputy

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

Deposit Bank
Plaintiff(s)

No.: 2004-00964-CD

Real Debt: $59,455.92

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Richard B. Hadfield
Patricia A. Hadfield
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: April 28, 2005

Expires: April 28, 2010

Certified from the record this 28th day of April, 2005.

_____
William A. Shaw, Prothonotary

****

SIGN BELOW FOR SATISFACTION

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

_____
Plaintiff/Attorney

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

DEPOSIT BANK, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located in Huston Township, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

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

NAME	ADDRESS
RICHARD B. HADFIELD	245 Hadfield Road Penfield, PA 15849
PATRICIA A. HADFIELD	245 Hadfield Road Penfield, PA 15849

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

NAME	ADDRESS
RICHARD B. HADFIELD	245 Hadfield Road Penfield, PA 15849
PATRICIA A. HADFIELD	245 Hadfield Road Penfield, PA 15849

FILED
APR 28 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

NAME	ADDRESS
IMLER'S POULTRY	3421 Beale Avenue Altoona, PA 16601
PROVIDIAN NATIONAL BANK	c/o Valerie Rosenbluth-Angst, Esquire Angst & Angst P.O. Box 1779 Doylestown, PA 18901
NATIONAL CITY BANK	P.O. Box 156 Weedville, PA 15868
COMMONWEALTH OF PA BUREAU OF COMPLIANCE	Department 280946 Harrisburg, PA 17128-0946
NATIONAL CITY BANK	PO Box 2977 Pittsburgh, PA 15230
NATIONAL CITY BANK	c/o Bruce M. Campbell, Esquire Weltman, Weinberg & Reis Co. 2610 Koppers Building 436 Seventh Avenue Pittsburgh, PA 15219

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

NAME	ADDRESS
DEPOSIT BANK	2 E. Long Avenue DuBois, PA 15801
NATIONAL CITY BANK	PO Box 156 Weedville, PA 15868

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

NAME	ADDRESS
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 1 North Second Street 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:

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

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:

NAME	ADDRESS
CLEARFIELD COUNTY DOMESTIC RELATIONS	Clearfield County Courthouse 1 North Second Street 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.

DEPOSIT BANK

BY: Susan Stiteler

Susan Stiteler
Vice President of Special Assets
Retail Dept.

DATE: 4/28/05

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11¼° West 17 perches to a Hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 712, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest cornar of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11¼° East 15 perches to a post; thence North 77° East 76 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4869.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 481.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

SCHEDULE "A"

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	
PLAINTIFF	:	
	:	TYPE OF CASE: MORTGAGE
VS.	:	FORECLOSURE
	:	
RICHARD B. HADFIELD and	:	TYPE OF PLEADING: AFFIDAVIT
PATRICIA A. HADFIELD,	:	OF SERVICE PURSUANT TO PA
	:	R.C.P. RULE 3129.2
DEFENDANTS	:	
	:	
	:	FILED ON BEHALF OF: PLAINTIFF
	:	
	:	COUNSEL OF RECORD:
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	90 BEAVER DRIVE, SUITE 111B
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED NO CC
01:2e801
AUG 22 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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 Defendants notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by causing the Sheriff for Clearfield County, Pennsylvania to post the subject premises with handbills, copy attached hereto, on June 30, 2005, as evidenced by the Sheriff's return filed of record, which posting satisfies Order of Court for Special Service on Defendants dated December 17, 2004 (filed December 20, 2004); 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 July 11, 2005 and again on National City Bank on July 20, 2005.

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
245 Hadfield Road
Penfield, PA 15849

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PROVIDIAN NATIONAL BANK
c/o Joel Steinman, Attorney for
Melvyn S. Mantz & Associates, PC
25 E. State Street
Doylestown, PA 18901

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

PROVIDIAN NATIONAL BANK
219 Main Street
Tilton, NY

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

BY: _____
Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED

before me this 16th *day of*

August, *2005.*

Notarial Seal
Susan M. Seales, Notary Public
City Of DuBois, Clearfield County
My Commission Expires April 14, 2007
Member, Pennsylvania Association Of Notaries

Susan M. Seales
Notary Public

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO:

RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
245 Hadfield Road
Penfield, PA 15849

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esquire
Angst & Angst
P.O. Box 1779
Doylestown, PA 18901

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 2nd day of SEPTEMBER, 2005, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 7/11/05

Christopher E. Mohney, Esquire
Attorney for Plaintiff

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

DEPOSIT BANK, PLAINTIFF VS. RICHARD B. HADFIELD and PATRICIA A. HADFIELD, DEFENDANTS	:	NO. 04 - 964 C.D. TYPE OF CASE: MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

PURSUANT TOPENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
245 Hadfield Road
Penfield, PA 15849

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esquire
Angst & Angst
P.O. Box 1779
Doylestown, PA 18901

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

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c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, SEPTEMBER 2, 2005 at 10:00 o'clock A. M., the following described real estate of which RICHARD B. HADFIELD and PATRICIA A. HADFIELD are the reputed owners.

See Schedule A attached hereto.

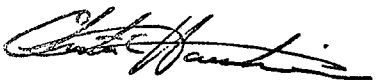
The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK vs. RICHARD B. HADFIELD and PATRICIA A. HADFIELD at No. 04-964 C.D. in the amount of $59,455.92.

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

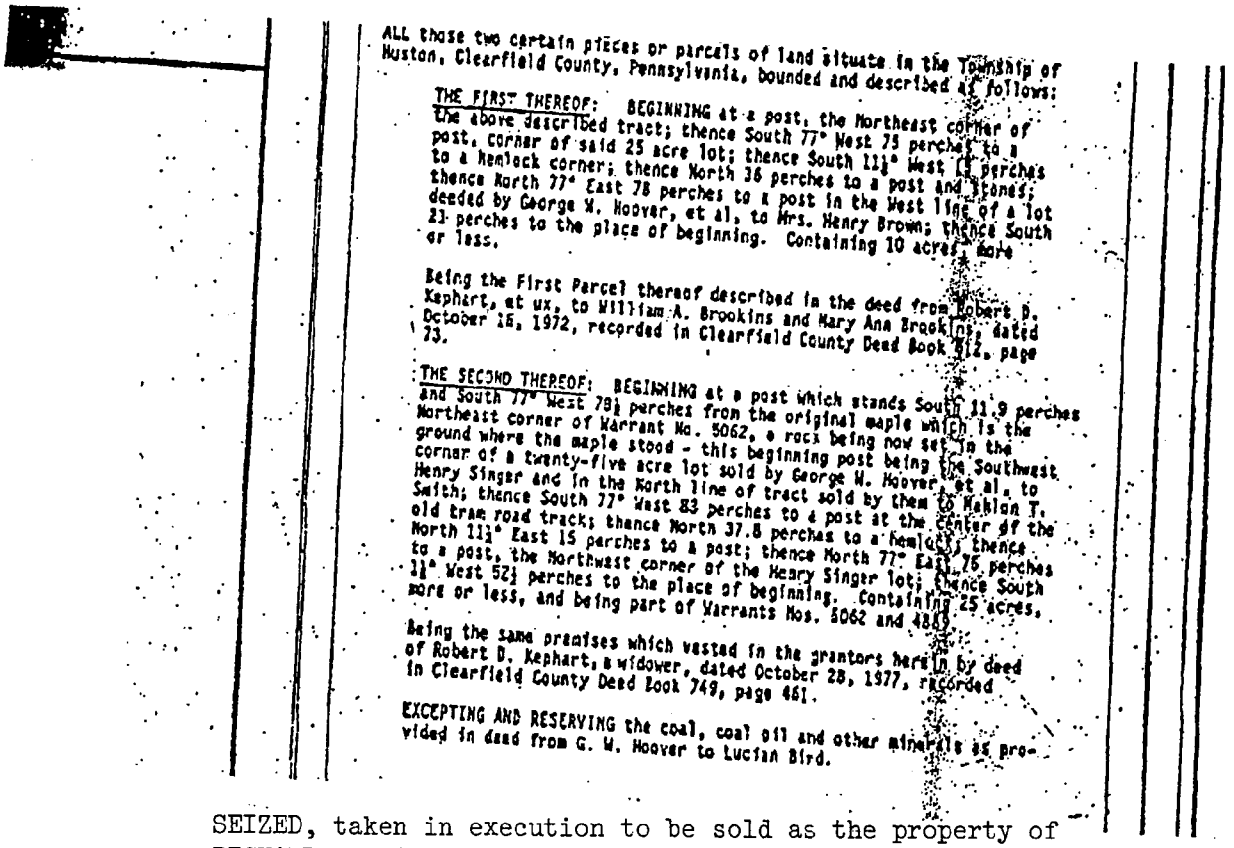
Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on SEPTEMBER 5, 2005.

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



Sheriff of Clearfield County



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THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11½° West 17 perches to a Hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 23 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 712, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 78½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4885.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

SEIZED, taken in execution to be sold as the property of RICHARD B. HADFIELD AND PATRICIA A. HADFIELD, at the suit of DEPOSIT BANK. JUDGMENT NO. 04-964-CD

SCHEDULE "A"

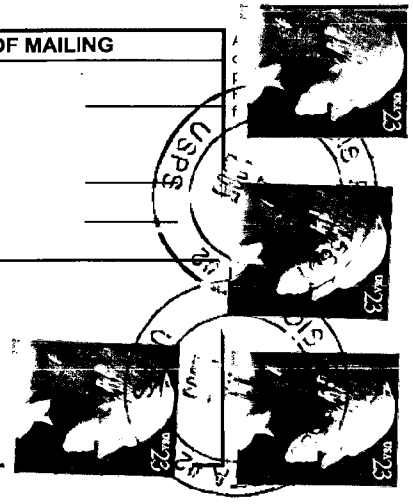
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY
PROV

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

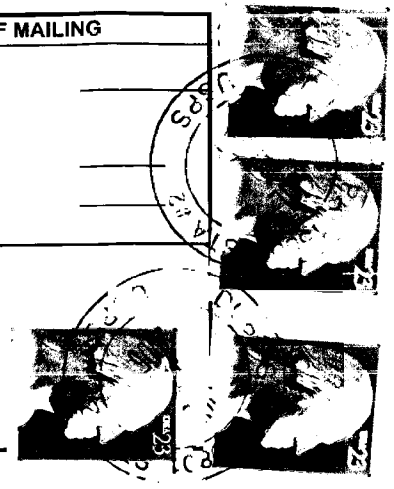
MAY
PROV

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One pi

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

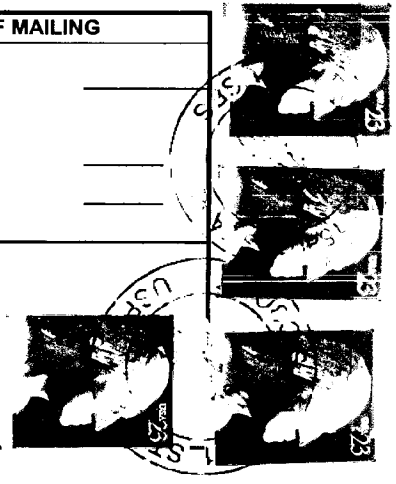
MAY B
PROVI

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One p

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

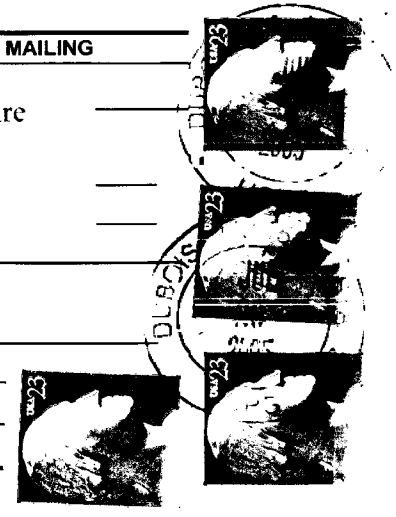
MAY BE
PROVIDE

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



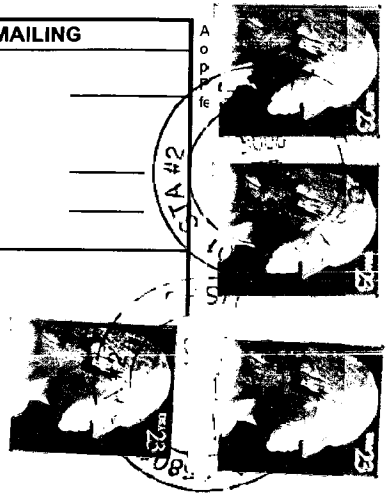
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE PROVIDED

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830



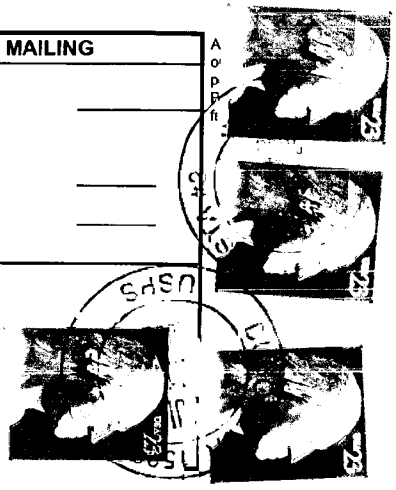
PS Form **3817**, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE PROVIDED

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219



PS Form **3817**, January 2001

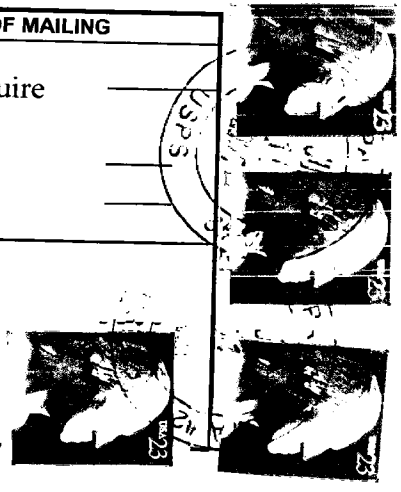
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE PROVIDED

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849



PS Form **3817**, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE PROVIDED

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

PS Form **3817**, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DO NOT USE FOR INSURANCE PURPOSES. PROVIDE INFORMATION BELOW:

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esquire
Angst & Angst
P.O. Box 1779
Doylestown, PA 18901

PS Form **3817**, January 2001

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Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

One

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

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Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

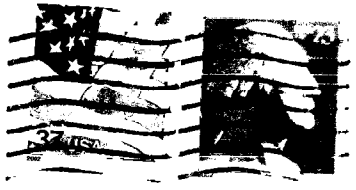
One

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

PS Form **3817**, January 2001

CHRISTOPHER E. MOHNEY
ATTORNEY AT LAW
90 BEAVER DRIVE
SUITE 111B
DuBOIS, PA 15801

JOHNSTOWN PA 159
PM
11 JUL



NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

REFUSED

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

RTS
RETURN TO SENDER

15801/2440

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

DEPOSIT BANK,

Plaintiff,

vs.

RICHARD B. HADFIELD and
PATRICIA A. HADFIELD,

Defendants.

AFFIDAVIT OF SERVICE PURSUANT
TO PA R.C.P. RULE 3129.2

FILED
JUL 22 2005
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20154
NO: 04-964-CD

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD AND PATRICIA A. HADFIELD

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/28/2005

LEVY TAKEN 06/30/2005 @ 2:50 PM

POSTED 06/30/2005 @ 2:50 PM

SALE HELD 09/02/2005

SOLD TO FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK

SOLD FOR AMOUNT $1.00 PLUS COSTS

WRIT RETURNED 10/13/2005

DATE DEED FILED 10/13/2005

PROPERTY ADDRESS RD #1, BOX 91E A/K/A 245 HADFIELD ROAD PENFIELD , PA 15849

01:19:30
OCT 13 2005
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

07/22/2005 @ 10:00 AM SERVED RICHARD B. HADFIELD

SERVED RICHARD B. HADFIELD, DEFENDANT, AT HIS RESIDENCE 245 HADFIELD ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD B. HADFIELD

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOT CE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED PATRICIA A. HADF ELD

POSSIBLE IN JEFFERSON COUNTY

08/31/2005 @ SERVED PATRICIA A. HADFIELD

SERVED PATRICIA A. HADFIELD BY REG AND CERT. MAIL PER COURT ORDER AT 245 HADFIELD ROAD, PENFIELD, PA 15849 CERT. #70033110000193801142 RETURNED UNCLALIMED TO SHERIFF'S OFFICE ON 9/12/05. REG MAIL NOT RETURNED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20154
NO: 04-964-CD

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD AND PATRICIA A. HADFIELD

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS $296.41

SURCHARGE $40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

_____

So Answers,

Chester A. Hawkins
Sheriff

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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: $59,455.92

Costs: $_____

Total: $_____
139.00 Prothonotary costs

BY: _____
William A. Shaw, Prothonotary

DATE: 4/28/05

Received April 28, 2005 @ 3:30 P.M.
Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 78 perches to a post, corner of said 25 acre lot; thence South 11¼° West [illegible] perches to a hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 21 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 512, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.8 perches and South 77° West 78½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Nahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11¼° East 15 perches to a post; thence North 77° East 76 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11¼° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4889.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.

SCHEDULE "A"

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME RICHARD B. HADFIELD NO. 04-964-CD

NOW, October 12, 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 September 02, 2005, I exposed the within described real estate of Richard B. Hadfield And Patricia A. Hadfield to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK he/she being the highest bidder, for the sum of $1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	64.80
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	**$296.41**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	**$29.00**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	59,455.92
INTEREST @ %	0.00
FROM TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$59,495.92**

COSTS:

ADVERTISING	418.78
TAXES - COLLECTOR	1,900.30
TAXES - TAX CLAIM	13,523.84
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	296.41
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	**$16,650.33**

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

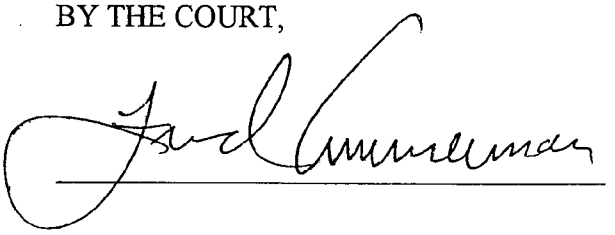
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

ORDER

AND NOW, this 17 day of December, 2004, upon consideration of Plaintiff Deposit Bank's Motion for Special Service Order in the above captioned matter, it is hereby **ORDERED AND DECREED** that Plaintiff is permitted to serve Complaints in Mortgage Foreclosure and all other pleadings and/or notices in connection with this foreclosure action, upon Defendants Richard B. Hadfield and Patricia A. Hadfield, at their last known address of 245 Hadfield Road, Penfield Pennsylvania 15849, by certified mail, return receipt requested, and ordinary mail, or by posting the property subject of the mortgage foreclosure action, completion of any of the above to be deemed as effecting service.

BY THE COURT,



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

DEC 20 2004

Attest

Prothonotary/
Clerk of Courts

CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

PATRICIA A. HADFIELD
245 HADFIELD ROAD
PENFIELD, PA 15849

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

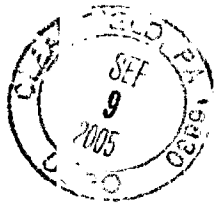
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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 3110 0001 9380 1142

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7003 3110 0001 9380 1142

U.S. POSTAGE
AUG 31 '05
PA
16803
$4.35

RETURN RECEIPT REQUESTED

RC 9/12/05

MLNF

MOVED, LEFT NO ADDRESS

PATRICIA A. HADFIELD
245 HADFIELD ROAD
PENFIELD, PA 15849

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

RTS
RETURN TO SENDER

7003 3110 0001 9380 1142

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
PENFIELD PA 15849

OFFICIAL USE

Postage	$ $0.60
Certified Fee	$2.30
Return Reciept Fee (Endorsement Required)	$1.75
Restricted Delivery Fee (Endorsement Required)	$0.00
Total Postage & Fees	$ $4.65

0830
07
Postmark Here

08/31/2005

Sent To
PATRICIA A. HADFIELD
Street, Apt. No.; or PO Box No. 245 HADFIELD ROAD
City, State, ZIP+4 PENFIELD, PA 15849

PS Form 3800, June 2002 See Reverse for Instructions

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF,	:	FORECLOSURE
	:	
VS.	:	TYPE OF PLEADING: PETITION TO
	:	FIX FAIR VALUE OF REAL PROPERTY
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	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

2cc Shff
m/1:45 BY 1cc Atty
@

Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF,	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS.	:	

NOTICE

TO: RICHARD B. HADFIELD and PATRICIA A. HADFIELD, RESPONDENTS

You have been sued in Court. The Petition set forth in the following pages requests the Court to determine the amount which should be credited against liability you may have to the Petitioner as a result of the purchase by the Petitioner at an execution sale of the real property described in the Petition. If you wish to defend against the Petition, you must take action within twenty (20) days after this Petition and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth in the Petition. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for any claim or relief requested by Petitioner. 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 CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF,	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS.	:	

PETITION TO FIX FAIR VALUE OF REAL PROPERTY

AND NOW, comes Petitioner, FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK, by and through its attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and petitions this Honorable Court pursuant to Pennsylvania Rule of Civil Procedure 3276, et seq., and in support thereof represents as follows:

1. Your Petitioner is First Commonwealth Bank, formerly Deposit Bank, a Pennsylvania banking corporation with an address at First Commonwealth Place, 654 Philadelphia Street, P. O. Box 400, Indiana, Pennsylvania, 15701.
2. Respondent Richard B. Hadfield has a last known address at 245 Hadfield Road, Penfield Clearfield County, Pennsylvania, 15849
3. Respondent and Patricia A. Hadfield has a last known address at 209 Marion Avenue, Punxsutawney, Jefferson County, Pennsylvania, 15767.
4. This Petition is filed by your Petitioner pursuant to § 8103(a) of the Judicial Code, 42 Pa. C.S.A. § 8103(a).

5. Petitioner obtained original judgment in its favor and as to Respondents in the amount of $59,455.92, that judgment being entered on April 28, 2005, to the Court of Common Pleas of Clearfield County, No. 2004-964-C.D.
6. Subsequent to Petitioner obtaining judgment against Respondents, Petitioner commenced execution proceedings on the judgment.
7. A Sheriff's sale on the subject property was held on September 2, 2005.
8. Your Petitioner was the purchaser, for costs plus One ($1.00) Dollar, at the aforementioned Sheriff sale.
9. Attached hereto and marked Exhibit "A" is copy of Schedule of Distribution of Sheriff for Clearfield County, which Schedule of Distribution reflects costs due your Petitioner and for which Petitioner desires credit, for the amount of $16,650.33.
10. A Sheriff's Deed vesting title in the subject premises to your Petitioner was recorded on October 13, 2005.
11. Attached hereto and marked Exhibit "B" is a copy of the legal description for the subject premises, its location being within the Huston Township, Clearfield County, Pennsylvania.
12. Petitioner believes and therefore avers, that the fair market value of the subject real property, description attached hereto as Exhibit "B", is Twenty-Seven Thousand ($27,000.00) Dollars, pursuant to an appraisal performed and as of February 2, 2006.
13. Petitioner requests that this Honorable Court fix the fair market value of the real property at the value set forth in this Petition, and that this Honorable Court also determine any prior lien amounts.

WHEREFORE, Petitioner First Commonwealth Bank, formerly known as Deposit Bank, prays this Honorable Court determine the fair market value of the property subject of this action to be fixed at Twenty-Seven Thousand ($27,000.00) Dollars, and that the Court determine any prior lien amounts.

Respectfully submitted,

By: _____
Christopher E. Mohney, Esquire

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME RICHARD B. HADFIELD NO. 04-964-CD

NOW, October 12, 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 September 02, 2005, I exposed the within described real estate of Richard B. Hadfield And Patricia A. Hadfield to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK he/she being the highest bidder, for the sum of $1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	64.80
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	**$296.41**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	**$29.00**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	59,455.92
INTEREST @ %	0.00
FROM TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$59,495.92**

COSTS:

ADVERTISING	418.78
TAXES - COLLECTOR	1,900.30
TAXES - TAX CLAIM	13,523.84
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	296.41
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	**$16,650.33**

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

EXHIBIT
tabbies
"A"

Total Balance **$0.00**

SALES
Receipts & Disbursements

File 20154 **Current balance:** $0.00

Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
06/21/05	0506211	117115	FIRST COMMONWEALTH-MO	Atty Deposit	$1,460.00	
09/26/05	0509261	127701	FIRST COMMONWEALTH/MO	Buyer Balance Due	$15,218.67	
10/12/05		34718	The Progress	PROG ADV		$418.78
10/12/05		34719	Clearfield County Tax Claim	RETURNED TAXES		$13,523.84
10/12/05		34720	DOTTIE JOHNSTON	Muncipal Taxes		$1,900.30
10/12/05		34721	Peter F. Smith, Esq.	Lien Search		$100.00
10/12/05		34722	William Shaw	Acknowledgement		$5.00
10/12/05		34723	CAROL FOX	Sheriff Fees		$296.41
10/12/05		34724	Clearfield County Legal Journal	LEGAL J ADV		$198.00
10/12/05		34727	Kim Eboch-Lawson	Mortgage Search		$40.00
10/12/05		34728	Karen Starck	Deed Costs		$29.00
10/12/05		34730	CHRISTOPHER E. MOHNEY, E	Atty Refund		$167.34
					$16,678.67	**$16,678.67**

ALL those two certain pieces or parcels of land situate in the Township of Huston, Clearfield County, Pennsylvania, bounded and described as follows:

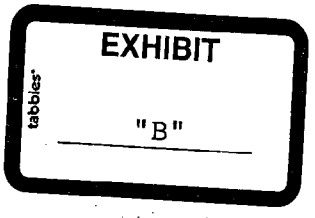
THE FIRST THEREOF: BEGINNING at a post, the Northeast corner of the above described tract; thence South 77° West 75 perches to a post, corner of said 25 acre lot; thence South 11½° West 13 perches to a hemlock corner; thence North 36 perches to a post and stones; thence North 77° East 78 perches to a post in the West line of a lot deeded by George W. Hoover, et al, to Mrs. Henry Brown; thence South 23 perches to the place of beginning. Containing 10 acres, more or less.

Being the First Parcel thereof described in the deed from Robert D. Kephart, et ux, to William A. Brookins and Mary Ann Brookins, dated October 16, 1972, recorded in Clearfield County Deed Book 612, page 73.

THE SECOND THEREOF: BEGINNING at a post which stands South 11.9 perches and South 77° West 79½ perches from the original maple which is the Northeast corner of Warrant No. 5062, a rock being now set in the ground where the maple stood - this beginning post being the Southwest corner of a twenty-five acre lot sold by George W. Hoover, et al, to Henry Singer and in the North line of tract sold by them to Mahlon T. Smith; thence South 77° West 83 perches to a post at the center of the old tram road track; thence North 37.8 perches to a hemlock; thence North 11½° East 15 perches to a post; thence North 77° East 75 perches to a post, the Northwest corner of the Henry Singer lot; thence South 11½° West 52½ perches to the place of beginning. Containing 25 acres, more or less, and being part of Warrants Nos. 5062 and 4863.

Being the same premises which vested in the grantors herein by deed of Robert D. Kephart, a widower, dated October 28, 1977, recorded in Clearfield County Deed Book 749, page 461.

EXCEPTING AND RESERVING the coal, coal oil and other minerals as provided in deed from G. W. Hoover to Lucian Bird.



VERIFICATION

I, SUSAN STITELER, Assistant Vice President of FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Petition. 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

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

DEPOSIT BANK,

Plaintiff,

vs.

RICHARD B. HADFIELD and
PATRICIA A. HADFIELD,

Defendants.

PETITION TO FIX FAIR VALUE
OF REAL PROPERTY

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

FILED
MAR 22 2006
William A. Shaw
Prothonotary/Clerk of Courts

6A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101369
NO: 04-964-CD
SERVICE # 1 OF 2
PETITION TO FIX FAIR VALUE OF REAL PROPERTY

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD and PATRICIA A. HADFIELD

SHERIFF RETURN

NOW, April 04, 2006 AT 10:57 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON RICHARD B. HADFIELD DEFENDANT AT 245 HADFIELD ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD B. HADFIELD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
APR 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101369
NO: 04-964-CD
SERVICE # 2 OF 2
PETITION TO FIX FAIR VALUE OF REAL PROPERTY

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD and PATRICIA A. HADFIELD

SHERIFF RETURN

NOW, March 23, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN PETITION TC FIX FAIR VALUE OF REAL PROPERTY ON PATRICIA A. HADFIELD.

NOW, April 11, 2006 AT 10:29 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON PATRICIA A. HADFIELD, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101369
NO: 04-964-CD
SERVICES 2
PETITION TO FIX FAIR VALUE OF REAL PROPERTY

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD and PATRICIA A. HADFIELD

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	136588	20.00
SHERIFF HAWKINS	FIRST COMM.	136588	50.24
JEFFERSON CO.	FIRST COMM.	136590	55.64

Sworn to Before Me This

_____ Day of _____ 2006

_____

So Answers,

Chester A. Hawkins
Sheriff

No. 964 C.D. 2004

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 11, 2006 at 10:29 o'clock A.M. served the Notice and Petition to Fix Fair Value of Real Property upon PATRICIA A. HADFIELD, defendant, at the address of 228 Pine Street, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Petition and by making known to her the contents thereof.

Advance Costs Received:	$125.00	
My Costs:	53.64	Paid
Prothy:	2.00	
Total Costs:	55.64	
REFUNDED:	$ 69.36	

So Answers,

Sworn and subscribed to before me this 3th day of April 2006

Tonya L Hunt

My Commission Expires the 1st Mon. Jan. 2010.

Bill Dombrowski Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

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

DEPOSIT BANK,	:	NO. 04 - 964 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: MOTION FOR
VS.	:	ENTRY OF ORDER ON DEFAULT
	:	UNDER PA. R.C.P. 3284
	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

FILED NO CC
m/11:28 Cal
JUN 20 2006 GP
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

MOTION FOR ENTRY OF ORDER ON DEFAULT UNDER PA. R.C.P. 3284

AND NOW, comes Plaintiff, **DEPOSIT BANK,** by its attorney, **CHRISTOPHER E. MOHNEY, ESQUIRE,** and hereby moves this Honorable Court for the entry of an Order entering judgment against Defendants **RICHARD B. HADFIELD and PATRICIA A. HADFIELD**, pursuant to Pa. R.C.P. 3284, and in support hereof, avers as follows:

1. Plaintiff **DEPOSIT BANK** is a Pennsylvania banking incorporation with a branch office place of business at 2 E. Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendant **RICHARD B. HADFIELD** is an adult individual with a last known address as 245 Hadfield Road, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant **PATRICIA A. HADFIELD** is an adult individual with a last known address at 228 Pine Street, Punxsutawney, Jefferson County, Pennsylvania 15767.

4. On March 22, 2006, Deposit Bank, through its undersigned counsel, filed a Petition to Fix Fair Value of Real Property.

5. Attached hereto and marked Exhibit "A" are copies of Sheriff's Returns filed of record, and indicating that certified copies of the foregoing Petition were personally served on Defendant Richard B. Hadfield on April 4, 2006 and on Defendant Patricia A. Hadfield on April 11, 2006.

6. On May 2, 2006, Important Notices were served on each defendant. Attached hereto and marked Exhibit "B" are copies of the Important Notices and Certificates of Mailing verifying the mailing date of the Important Notices as being May 2, 2006.

7. Neither defendant has filed a defense or other responsive pleading to the Petition, nor has either defendant otherwise caused an appearance to be entered of record.

8. 42 Pa. C.S.A. § 8103 governs proceedings for deficiency judgments, and Sub-section c (l) of the Rule provides as follows:

> "If no answer is filed within the time prescribed by general rule, or if an answer is filed which does not controvert the allegation of the fair market value of the property as averred in the Petition, the Court shall determine and fix as the fair market value of the property sold the amount thereof alleged in the Petition to be the fair market value."

9. Pa. R.C.P. 3284, relating to Orders upon default or admission states as follows:

> "The Court shall, without further notice or hearing, enter an Order determining the fair market value of the real property to be the value alleged in the Petition, determining the

prior lien amounts to be in the amounts alleged in the Petition and making any special allocation requested by the Petition if

(1) No answer is filed within the required time to a Petition which contains a Notice to Defend and notice has been given as provided by Rule 237.1, et seq,, or

(2) An answer is filed that does not deny the allegations in the Petition as to the fair market value, the prior lien amounts or any special allocation."

10. The fair market value of the real property is alleged in Deposit Bank's Petition to be Twenty Seven Thousand Dollars ($27,000.00).

11. Deposit Bank obtained an original judgment in its favor in the underlying foreclosure action against the defendants in the amount of Fifty Nine Thousand Four Hundred Fifty-Five Dollars and Ninety-Two Cents ($59,455.92), that judgment being entered on April 28, 2005.

WHEREFORE, Petitioner DEPOSIT BANK prays this Honorable Court, pursuant to Pa. R.C.P. 3284, enter an Order determining the fair market value of the real property to be Twenty Seven Thousand Dollars ($27,000.00), and the amount of costs, taxes and municipal claims not discharged by the Sale to be Sixteen Thousand Six Hundred Fifty Dollars and Thirty-Three Cents ($16,650.33), and for such other relief as deemed appropriate by the Court, and as suggested in the attached proposed Order.

Respectfully submitted,

Christopher E. Mohney, Esquire
Attorney for Deposit Bank

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

DEPOSIT BANK,	:	NO. 04 - 964 - C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

FILED 2cc
01 3:01 BGN Atty
JUN 21 2006 Mahney
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 21 day of June, 2006, after consideration of Plaintiff Deposit Bank's Motion for Entry of Order on Default Under Pa. R.C.P. 3284, it is hereby ORDERED AND DECREED as follows:

1. The fair market value of the real property subject to the Petition to Fix Fair Value of Real Property filed by Plaintiff is hereby determined to be $27,000.00;

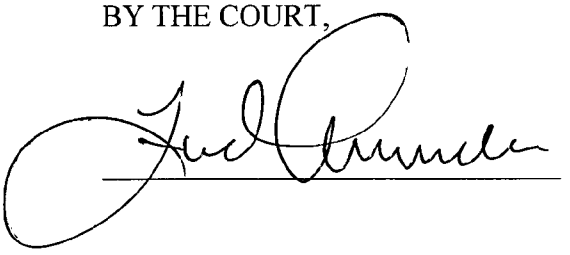
2. The amount of all prior liens, costs, taxes and municipal claims not discharged by the Sheriff's Sale resultant of the mortgage foreclosure action filed to the above-captioned case number is $16,650.33;

3. Defendants are released and discharged of liability to Plaintiff in an amount equal to the fair market value of the subject property, in this case $27,000.00, which amount shall be reduced by $16,650.33, which is the total amount of costs, municipal claims and taxes paid by the Sheriff at

distribution on the Sale, not including Sheriff's poundage, as directed by the Deficiency Judgment Act; and

4. Pursuant to 42 Pa. C.S.A. § 8103 (c), Plaintiff Deposit Bank is entitled, by appropriate proceedings, to pursue the balance of the debt owing it from the defendants, Richard B. Hadfield and Patricia A. Hadfield, the debt amount being $49,106.25 (the original judgment amount of $59,455.92, less the $27,000.00 fair market value of the property, plus the $16,650.33 credit owing Plaintiff on the amount of costs, municipal claims and taxes paid by the Sheriff at distribution on the Sale).

BY THE COURT,



FILED

JUN 21 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/21/06

X You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101369
NO: 04-964-CD
SERVICE # 1 OF 2
PETITION TO FIX FAIR VALUE OF REAL PROPERTY

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD and PATRICIA A. HADFIELD

SHERIFF RETURN

NOW, April 04, 2006 AT 10:57 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON RICHARD B. HADFIELD DEFENDANT AT 245 HADFIELD ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD B. HADFIELD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

EXHIBIT "A"

17369

No. 964 C.D. 2004

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 11, 2006 at 10:29 o'clock A.M. served the Notice and Petition to Fix Fair Value of Real Property upon PATRICIA A. HADFIELD, defendant, at the address of 228 Pine Street, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Petition and by making known to her the contents thereof.

Advance Costs Received:	$125.00	
My Costs:	53.64	Paid
Prothy:	2.00	
Total Costs:	55.64	
REFUNDED:	$ 69.36	

Sworn and subscribed to before me this 13th day of April 2006
By Tonya A. Hunt
My Commission expires the 1st Mon. Jan. 2010.

So Answers,

Bill Dombrowski Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

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

DEPOSIT BANK, Plaintiff, vs. RICHARD B. HADFIELD and PATRICIA A. HADFIELD, Defendants.	:	NO. 04 - 964 C.D. TYPE OF CASE: MORTGAGE FORECLOSURE

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

DATE OF NOTICE: May 2, 2006

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 WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

EXHIBIT "B"

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
Plaintiff,	:	FORECLOSURE
vs.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
Defendants.	:	

TO: PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

DATE OF NOTICE: May 2, 2006

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 WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY F
PROV

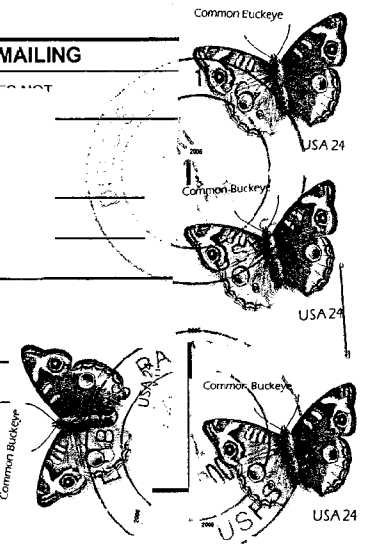
R

Christopher E. Mohney, Esquire
25 East Park Avenue
Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY B
PRCVI

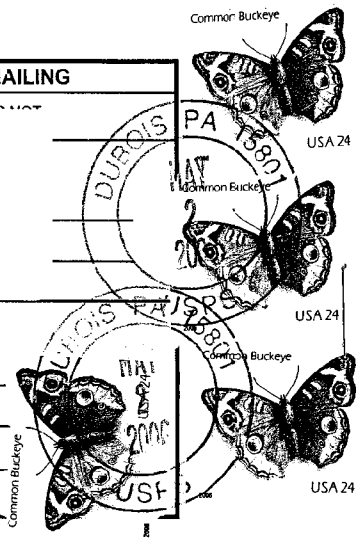
Re

Christopher E. Mohney, Esquire
25 East Park Avenue
Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

PS Form **3817**, January 2001



FILED
JUN 20 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE TO
	:	ENTER FINAL JUDGMENT
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

Atty pd. 20.00
Notice to Def.
Statement to Atty

JUL 31 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PRAECIPE TO ENTER FINAL JUDGMENT

TO WILLIAM A. SHAW, PROTHONOTARY:

Pursuant to Order of Court dated June 21, 2006, filed June 21, 2006, kindly enter judgment in favor of Plaintiff Deposit Bank and index the same against Richard B. Hadfield and Patricia A. Hadfield for the amount of $49,106.25.

Respectfully submitted,

Christopher E. Mohney, Esquire
Attorney for Plaintiff Deposit Bank

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of $49,106.25 on July 31, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By: _____
, ~~Deputy~~

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of $49,106.25 on July 31, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By: _____
~~, Deputy~~

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

Deposit Bank
Plaintiff(s)

No.: 2004-00964-CD

Real Debt: $49,106.25

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Richard B. Hadfield
Patricia A. Hadfield
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: July 31, 2006

Expires: July 31, 2011

Certified from the record this 31st day of July, 2006.

William A. Shaw, Prothonotary

****

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

DEPOSIT BANK,	:	NO. 04 -964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
	:	TYPE OF PLEADING: PRAECIPE FOR
	:	WRIT OF EXECUTION
VS.	:	
	:	FILED ON BEHALF OF: PLAINTIFF
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	COUNSEL OF RECORD:
DEFENDANTS	:	CHRISTOPHER E. MOHNEY, ESQUIRE
	:	
	:	SUPREME COURT NO.: 63494
	:	
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

03:28:60 Shff pd. 20.00
1 cc & 6 writs
w/prop descr.
to Shff
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;

2. Against the Defendants in the above captioned matter; and

3. Index this Writ against the Defendants and as a Lis Pendens against real property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: $49,106.25

5. Costs: $_____

Total: $_____

Prothonotary costs 179.00

BY: _____
Christopher E. Mohney, Esquire
Attorney for Plaintiff

ALL those two certain pieces or parcels of land situate in Kuston Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a wood post in northeast line of an old tram road and the southwest corner of property now or formerly of Robert D. Kephart, et ux; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of one thousand six hundred twenty-seven and four-tenths (1,627.4) feet along land now or formerly of Kephart to an iron pin; thence South six (6°) degrees thirty-six (36') minutes West along land now or formerly of William J. Tett a distance of four hundred twenty and six-tenths (420.6) feet to an iron pin; thence South eighty-four (84°) degrees fourteen (14') minutes West along land now or formerly of Gaydon Lucore a distance of one thousand six hundred twenty-nine and three-tenths (1,629.3) feet to an iron pin; thence North two (2°) degrees sixteen (16') minutes East a distance of ninety-nine (99.0) feet along old tram road to an iron pin; thence North nine (9°) degrees three (3') minutes East a distance of three hundred five and nine-tenths (305.9) feet along old tram road and to the place of beginning and containing fifteen (15) acres.

THE SECOND THEREOF: BEGINNING at an iron pin at the northwestern edge of Township Route 522 and southeastern corner of land now or formerly of Anna M. Rhoads; thence South six (6°) degrees thirty-six (36') minutes West a distance of one hundred seventy-five (175.0) feet to a point along Township Route No. 522; thence South eighty-four (84°) degrees forty-six (46') minutes West a distance of two hundred fifty-five and five-tenths (255.5) feet to a point along lands now or formerly of William J. Tett; thence North six (6°) degrees thirty-six (36') minutes East a distance of one hundred seventy-five (175.0) feet along lands now or formerly of William J. Tett; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of two hundred fifty-five and five-tenths (255.5) feet along twenty (20) foot right-of-way for access to other land of Grantor and to place of beginning. and containing one (1) acre.

And including a twenty-foot right-of-way access road from Township Route No. 522 along land of Anna M. Rhoads and Harry Fellburg to provide access to a parcel of land formerly owned by Grantors.

EXHIBIT "A"

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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: $49,106.25

Costs: $_____

Total: $_____

Prothonotary costs 179.00

BY: _____
William A. Shaw, Prothonotary

DATE: 7/31/06

ALL those two certain pieces or parcels of land situate in Huston Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a wood post in northeast line of an old tram road and the southwest corner of property now or formerly of Robert D. Kephart, et ux; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of one thousand six hundred twenty-seven and four-tenths (1,627.4) feet along land now or formerly of Kephart to an iron pin; thence South six (6°) degrees thirty-six (36') minutes West along land now or formerly of William J. Tutt a distance of four hundred twenty and six-tenths (420.6) feet to an iron pin; thence South eighty-four (84°) degrees fourteen (14') minutes West along land now or formerly of Claydon Lucore a distance of one thousand six hundred twenty-nine and three-tenths (1,629.3) feet to an iron pin; thence North two (2°) degrees sixteen (16') minutes East a distance of ninety-nine (99.0) feet along old tram road to an iron pin; thence North nine (9°) degrees three (3') minutes East a distance of three hundred five and nine-tenths (305.9) feet along old tram road and to the place of beginning and containing fifteen (15) acres.

THE SECOND THEREOF: BEGINNING at an iron pin at the northwestern edge of Township Route 522 and southeastern corner of land now or formerly of Anna M. Rhoads; thence South six (6°) degrees thirty-six (36') minutes West a distance of one hundred seventy-five (175.0) feet to a point along Township Route No. 522; thence South eighty-four (84°) degrees forty-six (46') minutes West a distance of two hundred fifty-five and five-tenths (255.5) feet to a point along lands now or formerly of William J. Tutt; thence North six (6°) degrees thirty-six (36') minutes East a distance of one hundred seventy-five (175.0) feet along lands now or formerly of William J. Tutt; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of two hundred fifty-five and five-tenths (255.5) feet along twenty (20) foot right-of-way for access to other land of Grantor and to place of beginning, and containing one (1) acre.

And including a twenty-foot right-of-way access road from Township Route No. 522 along land of Anna M. Rhoads and Harry Rullburg to provide access to a parcel of land formerly owned by Grantors.

EXHIBIT "A"

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

FILED ICC Atty
9/12:25cm Mohney
AUG 29 2006
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

DEPOSIT BANK, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located in Huston Township, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

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

NAME	ADDRESS
RICHARD B. HADFIELD	245 Hadfield Road Penfield, PA 15849
PATRICIA A. HADFIELD	228 Pine Street Punxsutawney, PA 15767

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

NAME	ADDRESS
RICHARD B. HADFIELD	245 Hadfield Road Penfield, PA 15849
PATRICIA A. HADFIELD	209 Marion Avenue Punxsutawney, PA 15767

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

NAME	ADDRESS
IMLER'S POULTRY	3421 Beale Avenue Altoona, PA 16601
PROVIDIAN NATIONAL BANK	c/o Valerie Rosenbluth-Angst, Esquire Angst & Angst P.O. Box 1779 Doylestown, PA 18901
NATIONAL CITY BANK	P.O. Box 156 Weedville, PA 15868
COMMONWEALTH OF PA BUREAU OF COMPLIANCE	Department 280946 Harrisburg, PA 17128-0946
NATIONAL CITY BANK	PO Box 2977 Pittsburgh, PA 15230
NATIONAL CITY BANK	c/o Bruce M. Campbell, Esquire Weltman, Weinberg & Reis Co. 2610 Koppers Building 436 Seventh Avenue Pittsburgh, PA 15219

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

NAME	ADDRESS
DEPOSIT BANK	2 E. Long Avenue DuBois, PA 15801
NATIONAL CITY BANK	PO Box 156 Weedville, PA 15868

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

NAME	ADDRESS
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 1 North Second Street 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:

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

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:

NAME	ADDRESS
CLEARFIELD COUNTY DOMESTIC RELATIONS	Clearfield County Courthouse 1 North Second Street 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.

BY: _____
Christopher E. Mohney, Esquire
Attorney for Deposit Bank

DATE: 8/29/06

ALL those two certain places or parcels of land situate in Huston Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a wood post in northeast line of an old tram road and the southwest corner of property now or formerly of Robert D. Kephart, et ux; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of one thousand six hundred twenty-seven and four-tenths (1,627.4) feet along land now or formerly of Kephart to an iron pin; thence South six (6°) degrees thirty-six (36') minutes West along land now or formerly of William J. Tate & distance of four hundred twenty and six-tenths (420.6) feet to an iron pin; thence South eighty-four (84°) degrees fourteen (14') minutes West along land now or formerly of Claydon Lucore a distance of one thousand six hundred twenty-nine and three-tenths (1,629.3) feet to an iron pin; thence North two (2°) degrees sixteen (16') minutes East a distance of ninety-nine (99.0) feet along old tram road to an iron pin; thence North nine (9°) degrees three (3') minutes East a distance of three hundred five and nine-tenths (305.9) feet along old tram road and to the place of beginning and containing fifteen (15) acres.

And including a twenty-foot right-of-way access road from Township Route No. 522 along land of Anna M. Rhoads and Harry Rollburg to provide access to a parcel of land formerly owned by Grantors.

EXHIBIT "A"

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

DEPOSIT BANK, Plaintiff, vs. RICHARD B. HADFIELD and PATRICIA A. HADFIELD, Defendants.	:	NO. 04 - 964 C.D. TYPE OF CASE: MORTGAGE FORECLOSURE TYPE OF PLEADING: AFFIDAVIT OF SERVICE PURSUANT TO PA R.C.P. RULE 3129.2 FILED ON BEHALF OF: PLAINTIFF COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE SUPREME COURT NO.: 63494 CHRISTOPHER E. MOHNEY, ESQUIRE 25 EAST PARK AVENUE, SUITE 6 DUBOIS, PA 15801 (814) 375-1044

NO CC
04:03BH
OCT 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
Plaintiff,	:	FORECLOSURE
	:	
vs.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
Defendants.	:	

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 Defendants 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, on 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 September 14, 2006.

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

PROVIDIAN NATIONAL BANK
c/o Joel Steinman, Attorney for
Melvyn S. Mantz & Associates, PC
25 E. State Street
Doylestown, PA 18901

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128

PROVIDIAN NATIONAL BANK
219 Main Street
Tilton, NY

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849

By: _____
Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED

before me this 3rd day of

October, 2006.

_____
Notary Public

Notarial Seal
Susan M. Swales, Notary Public
City Of Dubois, Clearfield County
My Commission Expires April 14, 2007
Member, Pennsylvania Association Of Notaries

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esquire
Angst & Angst
P.O. Box 1779
Doylestown, PA 18901

COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DOTTIE JOHNSTON
TAX COLLECTOR
609 Woodward Road
Penfield, PA 15849

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 3rd day of November, 2006, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 9-14-06

Christopher E. Mohney, Esquire
Attorney for Plaintiff

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

~~AMENDED NOTICE OF SHERIFF'S SALE OF REAL ESTATE~~

PURSUANT TOPENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: RICHARD B. HADFIELD
245 Hadfield Road
Penfield, PA 15849

PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

NATIONAL CITY BANK
PO Box 156
Weedville, PA 15868

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esquire
Angst & Angst
P.O. Box 1779
Doylestown, PA 18901

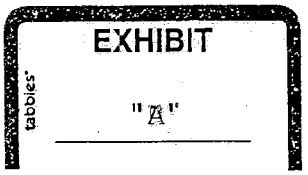
COMMONWEALTH OF PA
BUREAU OF COMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

CLEARFIELD COUNTY TAX
CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

NATIONAL CITY BANK
c/o Bruce M. Campbell, Esquire
Weltman, Weinberg & Reis Co.
2610 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

NATIONAL CITY BANK
PO Box 2977
Pittsburgh, PA 15230

DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801



CLEARFIELD COUNTY
DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

DOTTIE JOHNSTON
TAX COLLECTOR
509 Woodward Road
Penfield, PA 15849

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, NOVEMBER 3, 2006 at 10:00 o'clock A. M., the following described real estate of which RICHARD B. HADFIELD and PATRICIA A. HADFIELD are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK vs. RICHARD B. HADFIELD and PATRICIA A. HADFIELD at No. 04-964 C.D. in the amount of $49,106.25.

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

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

Schedule of Distribution will be filed with the Office of the Sheriff on November 6, 2006.

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

Sheriff of Clearfield County

ALL those two certain pieces or parcels of land situate in Huston Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a wood post in northeast line of an old tram road and the southwest corner of property now or formerly of Robert D. Kephart, et ux; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of one thousand six hundred twenty-seven and four-tenths (1,627.4) feet along land now or formerly of Kephart to an iron pin; thence South six (6°) degrees thirty-six (36') minutes West along land now or formerly of William J. Tett a distance of four hundred twenty and six-tenths (420.6) feet to an iron pin; thence South eighty-four (84°) degrees fourteen (14') minutes West along land now or formerly of Glaydon Lucore a distance of one thousand six hundred twenty-nine and three-tenths (1,629.3) feet to an iron pin; thence North two (2°) degrees sixteen (16') minutes East a distance of ninety-nine (99.0) feet along old tram road to an iron pin; thence North nine (9°) degrees three (3') minutes East a distance of three hundred five and nine-tenths (305.9) feet along old tram road and to the place of beginning and containing fifteen (15) acres.

And including a twenty-foot right-of-way access road from Township Route No. 522 along land of Anna M. Rhoads and Harry Hellburg to provide access to a parcel of land formerly owned by Grantors.

SEIZED, taken in execution to be sold as the property of RICHARD B. HADFIELD AND PATRICIA A. HADFIELD, at the suit of DEPOSIT BANK.

JUDGMENT NO. 04-964-CD

7004 0750 0000 8595 5632

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	$ .63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.88

DUBOIS PA 15801 Postmark Here 10 USPS

Sent To
RICHARD B. HADFIELD
Street, Apt. No.; or PO Box No.
245 Hadfield Road
City, State, ZIP+4
Penfield, PA 15849

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

RICHARD B. HADFIELD
~~245 Hadfield Road~~
Penfield, PA 15849

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Richard Hadfield ☐ Agent ☐ Addressee

B. Received by (Printed Name) RICHARD HADFIELD
C. Date of Delivery 9-23-04

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

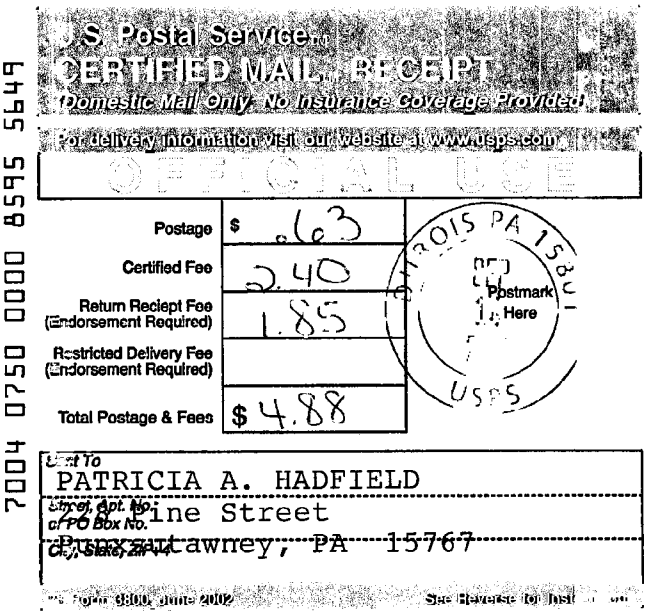
PO BOX 184

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 5632

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



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:

PATRICIA A. HADFIELD
228 Pine Street
Punxsutawney, PA 15767

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Patricia Hadfield ☐ Agent ☒ Addressee

B. Received by (Printed Name) Patricia Hadfield C. Date of Delivery 9-16-06

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

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

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

2. Article Number *(Transfer from service label)* 7004 0750 0000 8595 5649

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

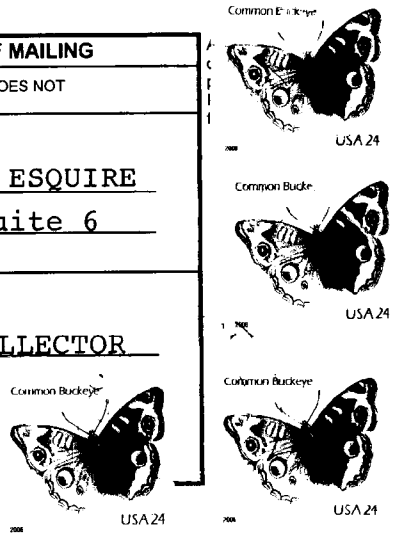
Received From:

CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

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

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

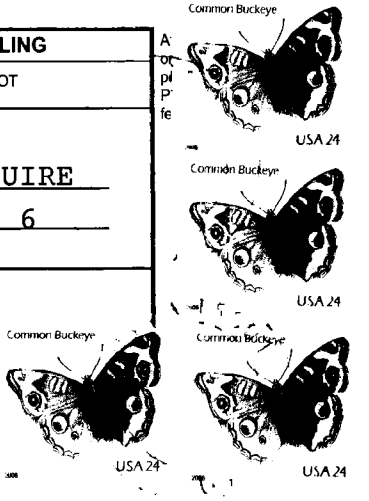
Received From:

CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

NATIONAL CITY BANK
P. O. Box 2977
Pittsburgh, PA 15230

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF M**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES PROVIDE FOR INSURANCE–POSTMASTER

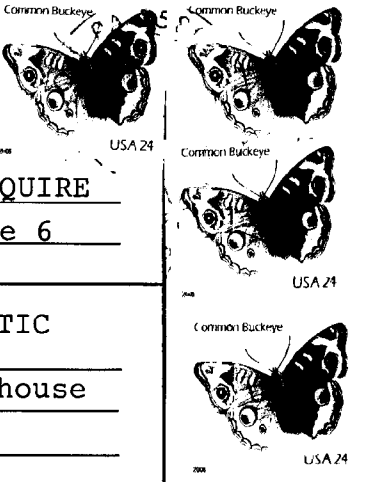
Received From:

CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

CLEARFIELD COUNTY DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

PS Form **3817**, January 2001



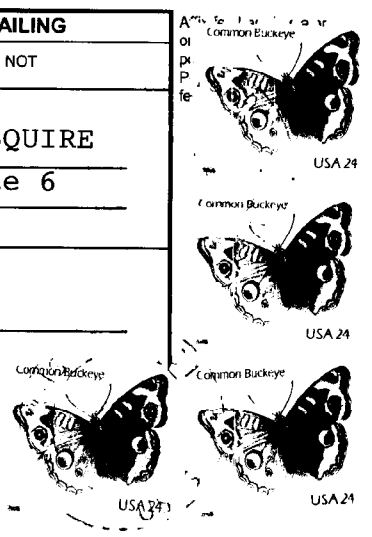
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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

Received From:
CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:
DEPOSIT BANK
2 E. Long Avenue
DuBois, PA 15801

PS Form **3817**, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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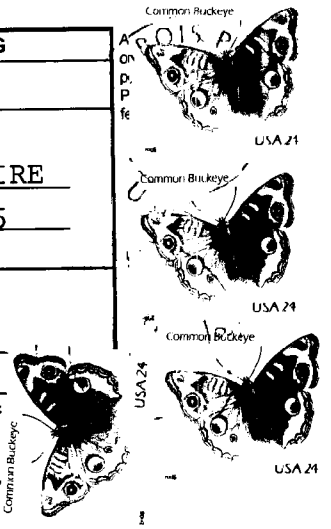
Received From:
CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:
CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
~~1 N. Second Street~~
Clearfield, PA 16830

PS Form **3817**, January 2001



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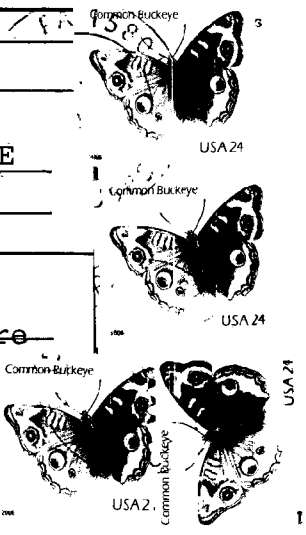
Received From:
CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:
NATIONAL CITY BANK
~~c/o Bruce M. Campbell, Esquire~~
Weltman, Weinberg & Reis Co.
2610 Koopers Building
~~436 Seventh Avenue~~
Pittsburgh, PA 15219

PS Form **3817**, January 2001



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Received From:

CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

NATIONAL CITY BANK
P. O. Box 156
Weedville, PA 15858

PS Form **3817**, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAIL**

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

Received From:

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25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

PROVIDIAN NATIONAL BANK
c/o Valerie Rosenbluth-Angst, Esq.
Angst & Angst
P. O. Box 1779
Doylestown, PA 18901

PS Form **3817**, January 2001

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CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

IMLER'S POULTRY
3421 Beale Avenue
Altoona, PA 16601

PS Form **3817**, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

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Received From:

CHRISTOPHER E. MOHNEY, ESQUIRE
25 East Park Avenue, Suite 6
DuBois, PA 15801

One piece of ordinary mail addressed to:

COMMONWEALTH OF PA
BUREAU OF COMMPLIANCE
Dept. 280946
Harrisburg, PA 17128-0946

PS Form **3817**, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20410
NO: 04-964-CD

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD AND PATRICIA A. HADFIELD

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/01/2006

LEVY TAKEN 09/13/2006 @ 12:04 PM

POSTED 09/13/2006 @ 12:04 PM

SALE HELD 11/03/2006

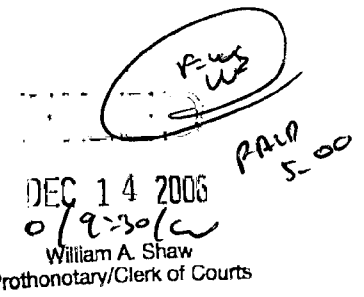
SOLD TO DEPOSIT BANK

SOLD FOR AMOUNT $45,000.00 PLUS COSTS

WRIT RETURNED 12/14/2006

DATE DEED FILED 12/14/2006

PROPERTY ADDRESS 254 HADFIELD ROAD PENFIELD , PA 15849



SERVICES

09/25/2006 @ SERVED RICHARD B. HADFIELD

SERVED RICHARD B. HADFIELD, DEFENDANT, BY REG & CERT MAIL PER CCURT ORDER TO P. O. BOX 184, PENFIELD, PA. CERT MAIL RETRUNED REFUSED OCT. 14, 2006. CERT #70050390000372351933

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

09/19/2006 @ 10:50 AM SERVED PATRICIA A. HADFIELD

JEFFERSON COUNTY SERVED PATRICIA A. HADFIELD, DEFENDANT, AT HER RESIDENCE 228 PINE STREET, PUNXSUTAWNEY BOROUGH, JEFFERSON COUNTY, PENNSYLVANIA BY DEPUTY HARRY DUNKLE HANDING TO JOHN HADFIELD, SON OF DEFENDANT

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 # 20410
NO: 04-964-CD

PLAINTIFF: DEPOSIT BANK
vs.
DEFENDANT: RICHARD B. HADFIELD AND PATRICIA A. HADFIELD

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS **$1,142.67**

SURCHARGE **$40.00** **PAID BY** **ATTORNEY**

Sworn to Before Me This

_____ Day of _____ 2006

_____

So Answers,

Chester A. Hawkins
Sheriff

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

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: $49,106.25

Costs: $_____

Total: $_____

Prothonotary costs 174.00

BY: _____
William A. Shaw, Prothonotary

DATE: 7/31/06

Received August 1, 2006 @ 11:00 a.m.
Chester A. Hawkins
by Cynthia Butler-Aughenbaugh

ALL those two certain pieces or parcels of land situate in Huston Township, Clearfield County, Pennsylvania, being bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a wood post in northeast line of an old tram road and the southwest corner of property now or formerly of Robert D. Kephart, et ux; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of one thousand six hundred twenty-seven and four-tenths (1,627.4) feet along land now or formerly of Kephart to an iron pin; thence South six (6°) degrees thirty-six (36') minutes West along land now or formerly of William J. Tett a distance of four hundred twenty and six-tenths (420.6) feet to an iron pin; thence South eighty-four (84°) degrees fourteen (14') minutes West along land now or formerly of Gleydon Lucore a distance of one thousand six hundred twenty-nine and three-tenths (1,629.3) feet to an iron pin; thence North two (2°) degrees sixteen (16') minutes East a distance of ninety-nine (99.0) feet along old tram road to an iron pin; thence North nine (9°) degrees three (3') minutes East a distance of three hundred five and nine-tenths (305.9) feet along old tram road and to the place of beginning and containing fifteen (15) acres.

THE SECOND THEREOF: BEGINNING at an iron pin at the northwestern edge of Township Route 522 and southeastern corner of land now or formerly of Anna M. Rhoads; thence South six (6°) degrees thirty-six (36') minutes West a distance of one hundred seventy-five (175.0) feet to a point along Township Route No. 522; thence South eighty-four (84°) degrees forty-six (46') minutes West a distance of two hundred fifty-five and five-tenths (255.5) feet to a point along lands now or formerly of William J. Tett; thence North six (6°) degrees thirty-six (36') minutes East a distance of one hundred seventy-five (175.0) feet along lands now or formerly of William J. Tett; thence North eighty-three (83°) degrees thirty-eight (38') minutes East a distance of two hundred fifty-five and five-tenths (255.5) feet along twenty (20) foot right-of-way for access to other land of Grantor and to place of beginning, and containing one (1) acre.

And including a twenty-foot right-of-way access road from Township Route No. 522 along land of Anna M. Rhoads and Harry Rellburg to provide access to a parcel of land formerly owned by Grantors.

EXHIBIT "A"

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

NAME RICHARD B. HADFIELD NO. 04-964-CD

NOW, December 14, 2006, 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, tim and place of sale at the Court House in Clearfield on November 03, 2006, I exposed the within described real estate of Richard B. Hadfield And Patricia A. Hadfield to public venue or outcry at which time and place I sold the same to DEPOSIT BANK he/she being the highest bidder, for the sum of $45,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.24
LEVY	15.00
MILEAGE	14.24
POSTING	15.00
CSDS	10.00
COMMISSION	900.00
POSTAGE	10.19
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	45,000.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	20.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	**$1,142.67**

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	**$28.50**

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	49,106.25
INTEREST @ %	0.00
FROM TO 11/03/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	**$49,146.25**

COSTS:

ADVERTISING	882.30
TAXES - COLLECTOR	1,730.10
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	1,142.67
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	179.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	**$4,287.57**

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

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

DEPOSIT BANK,	:	NO. 04 - 964 C.D.
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICHARD B. HADFIELD and	:	
PATRICIA A. HADFIELD,	:	
	:	
DEFENDANTS	:	

ORDER

AND NOW, this 17 day of December, 2004, upon consideration of Plaintiff Deposit Bank's Motion for Special Service Order in the above captioned matter, it is hereby **ORDERED AND DECREED** that Plaintiff is permitted to serve Complaints in Mortgage Foreclosure and all other pleadings and/or notices in connection with this foreclosure action, upon Defendants Richard B. Hadfield and Patricia A. Hadfield, at their last known address of 245 Hadfield Road, Penfield Pennsylvania 15849, by certified mail, return receipt requested, and ordinary mail, or by posting the property subject of the mortgage foreclosure action, completion of any of the above to be deemed as effecting service.

BY THE COURT,

FILED 2cc Atty Mahney
01/11:03 BV
DEC 20 2004
William A. Shaw
Prothonotary/Clerk of Courts

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830
ADDRESS SERVICE REQUIRED

7005 0390 0003 7235 1933

RICHARD B. HADFIELD
P. O. BOX 184
PENFIELD, PA 15849

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

RTS

16830170102 UNABLE TO FORWARD

Refused

16830-2472

7005 0390 0003 7235 1933

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

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

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

Postmark Here
SEP 2006
CLEARFIELD PA

Sent To
RICHARD B. HADFIELD
Street, Apt. No.; or PO Box No. P. O. BOX 184
City, State, ZIP+4 PENFIELD, PA 15849

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED 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:

RICHARD B. HADFIELD
P. O. BOX 184
PENFIELD, PA 15849

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) 7005 0390 0003 7235 1933

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

CLEARED
OCT 13

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20410 TERM & NO. 04-964-CD

DEPOSIT BANK
vs.
RICHARD B. HADFIELD AND PATRICIA A. HADFIELD

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: OCT 2, 2006

MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE

SERVE: PATRICIA A. HADFIELD

ADDRESS: 209 MARION AVENUE OR 228 PINE STREET
PUNXSUTAWNEY, PA 15767

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, September 13, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-964 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on September 19, 2006 at 10:50 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon PATRICIA HADFIELD, Defendant, at the address of 228 Pine Street, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to John Hadfield, son of the defendant and adult person in charge at time of service, a true copy of the Notice, Writ and Levy and by making known to him the contents thereof.

Advance Costs Received:	$125.00	
My Costs:	35.82	Paid
Prothy:	2.00	
Total Costs:	37.82	
REFUNDED:	$ 87.18	

Sworn and subscribed
to before me this 25th
day of Sept 2006
By Joyce A Heist.
My Commission Expires
the 1st Mon. Jan. 2010

So Answers,

Harry Dunkle Deputy

Thomas A Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA