

04-1134-CD  
FIRST NATIONAL BANK OF PA VS ROBERT TERRY RUEHLE, et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20032  
NO: 04-1134-CD

PLAINTIFF: FIRST NATIONAL BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: ROBERT TERRY RUEHLE AND JONI MARIE STIVER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/21/2004

LEVY TAKEN 01/12/2005 @ 11:05 AM

POSTED 01/12/2005 @ 11:05 AM

SALE HELD 03/04/2005

SOLD TO FIRST NATIONAL BANK OF PENNSYLVANIA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/15/2005

DATE DEED FILED 04/15/2005

PROPERTY ADDRESS 223 HORSESHOE ROAD LAJOSE , PA 15753

SERVICES

01/26/2005 @ SERVED ROBERT TERRY RUEHLE

SERVED ROBERT TERRY RUEHLE, DEFENDANT, BY CERTIFIED AND REGULAR MAIL TO 7927 ANGOLA ROAD, HOLLAND, OHIO CERT #70033110000193800343 SIGNED FOR BY ROBERT TERRY RUEHLE WITH

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

01/20/2005 @ 10:03 AM SERVED JONI MARIE STIVER

SERVED JONI MARIE STIVER, DEFENDANT, AT HER RESIDENCE 80 HORSESHOE ROAD, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BYHANDING TO JONI MARIE STIVER

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED  
01/4:00/61  
APR 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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Execution REAL ESTATE

SHERIFF RETURN

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SHERIFF HAWKINS \$271.76


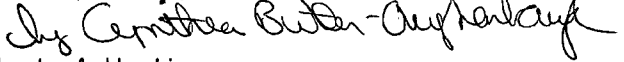
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION — (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and Rule 3257

First National Bank of Pennsylvania

Plaintiff(s)

vs.

Robert Terry Ruehle and

Joni Marie Stiver

Defendant(s)

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

No. 04-1134-CD

19 \_\_\_\_ E. D.

No. \_\_\_\_

19 \_\_\_\_ C. D.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS:

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 following described property:

(Specifically describe property)

223 Horseshoe Road, LaJose, Chest Township, Clearfield County, PA 15753

Amount due

\$ 24,664.75

Interest from 7-12-04

\$

125.00

Prothonotary costs

(Costs to be added)

TOTAL

\$

Dated October 21, 2004

Received October 21, 2004 @ 3:00 PM.  
Chester A. Henshaw

SEAL

By Cynthia Butler-Auerhach

*William A. Hargis*

Prothonotary

By: \_\_\_\_\_

Deputy

RECEIVED WRIT THIS \_\_\_\_\_ day

of 0 A.D. 19 \_\_\_\_\_  
at \_\_\_\_\_ M.

Sheriff

No. 04-1134-CD

19 \_\_\_\_\_ F.D.

No. \_\_\_\_\_ 19 \_\_\_\_\_ C.D.  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Pennsylvania

vs.

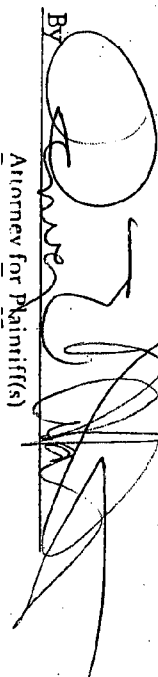
Robert Terry Ruehle and

Joni Marie Stiver

WRIT OF EXECUTION  
(Mortgage Foreclosure)

EXECUTION DEBT .....	24,664	75
Interest from .....		
Prothonotary .....	125	00
Use Attorney .....		
Use Plaintiff .....		
Attorney's Comm. ....		
Satisfaction .....		
Sheriff .....		
.....		
.....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

BY   
Attorney for Plaintiff(s)

RE: First National Bank of Pennsylvania  
vs. Robert Terry Ruehle and Joni Marie Stiver

No. 04-1134-CD

Premises: 223 Horseshoe Road  
La Jose, PA 15753

ALL that certain piece or parcel of land situate in the Township of Chest, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Public Road on the East side of Spring Run; thence North six perches to a post; thence East thirteen perches to a post; thence South eight perches to Public Road at a post; thence along said Public Road West twelve perches to post and place of beginning. Containing one-half acre.

BEING the same piece or parcel of land which Melvin Spaid and Ann Spaid, by their deed dated April 3, 2001, and recorded in the office of the Recorder of Deeds in and for Clearfield County on April 6, 2001, as Instrument No. 200104794 granted and conveyed unto Robert Terry Ruehle and Joni Marie Stiver.

SHORT FORM DESCRIPTION:

PROPERTY OF: Robert Terry Ruehle and Joni Marie Stiver

EXECUTION NO. 04-1134-CD

ATTORNEY: Denver E. Wharton, Esquire  
360 Stonycreek Street  
Johnstown, PA 15901

DESCRIPTION: 223 Horseshoe Road, LaJose, PA 15753  
Map No. 109-E15-000-00065  
Improvements: house 0.5 acre  
Instrument No. 200104794

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT TERRY RUEHLE

NO. 04-1134-CD

NOW, April 15, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 04, 2005, I exposed the within described real estate of Robert Terry Ruehle And Joni Marie Stiver to public venue or outcry at which time and place I sold the same to FIRST NATIONAL BANK OF PENNSYLVANIA 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	21.87
LEVY	15.00
MILEAGE	21.87
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	10.15
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	21.87
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$271.76</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	24,664.75
INTEREST @ %	0.00
FROM 07/12/2004 TO 03/04/2005	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$24,704.75</b>

**COSTS:**

ADVERTISING	208.24
TAXES - COLLECTOR	119.05
TAXES - TAX CLAIM	1,249.63
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	271.76
LEGAL JOURNAL COSTS	175.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,322.18</b>

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

CHESTER A. HAWKINS, Sheriff



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="text-align: center;">Robert Terry Ruehle 7927 Angola Road Holland, OH 43528</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p style="text-align: center;">Robert Ruehle <span style="float: right;">HOLLAND OH JAN 26 2005</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7003 3110 0001 9380 0343</p> <p>PS Form 3811, August 2001</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
<p>Postage \$ <b>\$0.82</b></p> <p>Certified Fee <b>\$2.30</b></p> <p>Return Receipt Fee (Endorsement Required) <b>\$1.75</b></p> <p>Restricted Delivery Fee (Endorsement Required) <b>\$0.00</b></p> <p>Total Postage &amp; Fees <b>\$4.88</b></p>	<p>0830 07 Postmark Here</p> <p>01/18/2005</p>
<p>Sent To Robert Terry Ruehle</p> <p>Street, Apt. No., or PO Box 7927 Angola Road</p> <p>City, State, ZIP+4 Holland, OH 43528</p>	
PS Form 3800, June 2002 See Reverse for Instructions	

7003 3110 0001 9380 0343

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

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

: No. 04-1134-C2

: TYPE OF DOCUMENT:  
: COMPLAINT

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE  
: SUPREME COURT I.D. #31800  
: KAMINSKY, THOMAS, WHARTON  
: & LOVETTE  
: 360 STONYCREEK STREET  
: JOHNSTOWN, PA 15901  
: TELEPHONE: (814) 535-6756

FILED *Cur*  
012:4762L *Attg pd. 85.00*  
JUL 27 2004 *1CC shff*

William A. Shaw  
Prothonotary/Clerk of Courts

KAMINSKY, THOMAS, WHARTON & LOVETTE  
360 STONYPARK STREET  
JOHNSTOWN, PA 15901

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

: No.

:

:

:

:

:

:

:

: MORTGAGE FORECLOSURE

**COMPLAINT**

AND NOW comes the Plaintiff, First National Bank of Pennsylvania, by and through its Attorneys, Kaminsky, Thomas, Wharton & Lovette, and files the following Complaint:

1. The Plaintiff, First National Bank of Pennsylvania, is a National Banking Association with its principal office located at One FNB Blvd., Hermitage, Mercer County, PA 16148.

2. The Defendant, Robert Terry Ruehle, is an adult individual whose last known address is 7927 Angola Road, Holland, OH 43528.

3. The Defendant, Joni Marie Stiver, is an adult individual whose last known address is 223 Horseshoe Road, LaJose, Clearfield County, PA 15753.

4. On February 21, 2002, the Defendants made, executed and delivered a Mortgage on the hereinafter described premises to First National Bank of Pennsylvania, which Mortgage was recorded on February 27, 2002, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, as Instrument No. 200203081. A

photocopy of said Mortgage is attached hereto, made a part hereof and marked Exhibit "A".

5. Said Mortgage has not been assigned.

6. The premises subject to said Mortgage is described as follows:

ALL that certain piece or parcel of land situate in the Township of Chest, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Public Road on the East side of Spring Run; thence North six perches to a post; thence East thirteen perches to a post; thence South eight perches to Public Road at a post; thence along said Public Road West twelve perches to post and place of beginning. Containing one-half acre.

7. Said Mortgage is in default because:

a. Principal thereof became due and payable on February 23, 2004, and by the terms of said Mortgage, is collectible forthwith;

b. Interest payments on said Mortgage are due for February 23, 2004, and have not yet been paid; and by the terms of said Mortgage, upon default of such interest for a space of thirty (30) days after any such interest is due, the whole of said principal and interest thereon is immediately due and payable.

8. The following amounts are due on said Mortgage:

Principal	\$23,171.44
Satisfaction fee	25.00
Interest thru 07-12-04	1,367.43
Ins. Refund thru 07-08-04	- 1,302.79
Late charges	229.16
Attorney's fees	<u>1,174.51</u>
 TOTAL DUE	 \$24,664.75

9. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, Robert Terry Ruehle, at 7927 Angola Road, Holland, OH 43528, via Certified Mail under date of August 22, 2003. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "B".

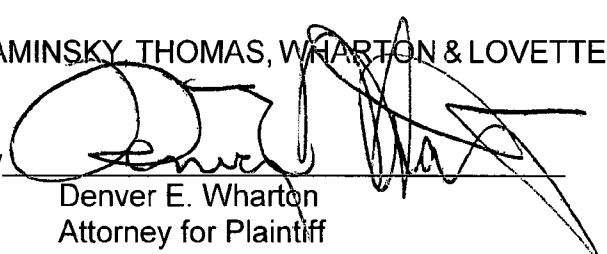
10. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, Joni Marie Stiver, at 223 Horseshoe Road, LaJose, PA 15753, via Certified Mail under date of April 28, 2004. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "C".

11. No action has been taken by the Defendants pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91).

WHEREFORE, Plaintiff demands Judgment against the Defendants in the amount of Twenty-four Thousand Six Hundred Sixty-four and 75/100 (\$24,664.75) Dollars, together with interest thereon.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

  
Denver E. Wharton  
Attorney for Plaintiff

**RECORDATION REQUESTED BY:**

First National Bank of Pennsylvania  
Hastings  
297 Beaver Street  
PO Box 566  
Hastings, PA 16646

**WHEN RECORDED MAIL TO:**

Customer Service Center of F.N.B., LLC  
Loan Operations  
4140 East State Street  
Hermitage, PA 16148

**SEND TAX NOTICES TO:**

ROBERT TERRY RUEHLE  
JONI MARIE STIVER  
223 HORSESHOE RD  
LAJOSE, PA 15753

CUSTOMER SERVICE CENTER OF  
F.N.B.

RECORDING FEES - \$15.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDED IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$17.50

INSTRUMENT NUMBER  
200203081  
RECORDED ON  
Feb 27, 2002  
11:15:41 AM  
Total Pages: 5

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

42432280

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

**MAXIMUM LIEN.** The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$29,349.33.

**THIS MORTGAGE** dated February 21, 2002, is made and executed between **ROBERT TERRY RUEHLE, INDIVIDUAL**, whose address is 223 HORSESHOE RD, LAJOSE, PA 15753 and **JONI MARIE STIVER, INDIVIDUAL**, whose address is 223 HORSESHOE RD, LAJOSE, PA 15753 (referred to below as "Grantor") and First National Bank of Pennsylvania, whose address is 297 Beaver Street, PO Box 566, Hastings, PA 16646 (referred to below as "Lender").

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

**TOWNSHIP OF CHEST, COUNTY OF CLEARFIELD**  
**DEED RECORDED: 04/06/2001 INSTRUMENT: 200104794**  
**WITH THE ASSESSMENT NUMBER(S) OF: 109-E15-65**  
**WITH AN ADDRESS OF: 223 HORSESHOE RD, LAJOSE, PA 15753**

The Real Property or its address is commonly known as 223 HORSESHOE RD, LAJOSE, PA 15753.

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

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

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

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

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

**Hazardous Substances.** Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby: (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Mortgage.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial

**MORTGAGE  
(Continued)**

Page 2

or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Lender's Expenditures.** If Grantor fails (1) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (2) to provide any required insurance on the Property, (3) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**Warranty; Defense of Title.** The following provisions relating to ownership of the Property are a part of this Mortgage:

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

**Existing Indebtedness.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such Indebtedness.

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

**Events of Default.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happens:

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

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

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the



**MORTGAGE  
(Continued)**

Page 3

time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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

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

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

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

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

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

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

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

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

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

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

**Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Mortgage:

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

**Definitions.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means ROBERT TERRY RUEHLE and JONI MARIE STIVER, and all other persons and entities signing the Note.

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

**MORTGAGE  
(Continued)**

Page 4

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

**Existing Indebtedness.** The words "Existing Indebtedness" mean the Indebtedness described in the Existing Liens provision of this Mortgage.

**Grantor.** The word "Grantor" means ROBERT TERRY RUEHLE and JONI MARIE STIVER.

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

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

**Lender.** The word "Lender" means First National Bank of Pennsylvania, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

**Note.** The word "Note" means the promissory note dated February 21, 2002, in the original principal amount of \$29,349.33 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

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

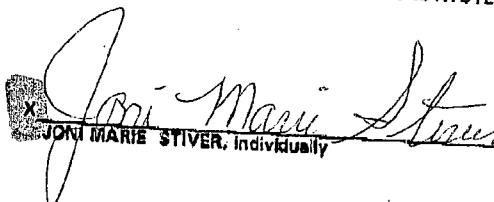
GRANTOR:

  
ROBERT TERRY RUEHLE, individually (Seal)

Signed, acknowledged and delivered in the presence of:

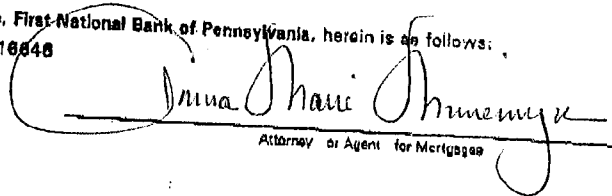
X  
Witness

X  
Witness

  
JONI MARIE STIVER, individually (Seal)

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagor, First National Bank of Pennsylvania, herein is as follows:  
Hastings, 297 Beaver Street, PO Box 568, Hastings, PA 16648

  
Anna Marie Shumway  
Attorney or Agent for Mortgages

MORTGAGE  
(Continued)

Page 5

## INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CAMBRIA

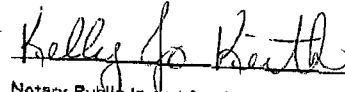
) SS )

On this, the 22nd day of February, 20 02, before me Kelly Jo Keith  
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained.

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

Notarial Seal  
Kelly Jo Keith, Notary Public  
Hastings Boro, Cambria County  
My Commission Expires Oct. 6, 2003

Member, Pennsylvania Association of Notaries



Notary Public In and for the State of PA

APPENDIX A  
CERTIFIED MAIL  
RETURNED RECEIPT REQUESTED  
# 7003 2260 0006 0416 7215

Date: April 28, 2004

# 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.

HOMEOWNER'S NAME(S): Robert Terry Ruehle  
Joni Marie Stiver

PROPERTY ADDRESS: 223 Horseshoe Road  
LaJose, PA 15753

LOAN ACCT. NO: 42632280

ORIGINAL LENDER: First National Bank of Pennsylvania

CURRENT LENDER/SERVICER: First National Bank of Pennsylvania

**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: 223 Horseshoe Road, LaJose, PA 15753

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

February, March and April 2004

\$1,718.82

Other Charges (Explain/Itemize): \$114.58 Late Charges

**TOTAL AMOUNT PAST DUE: \$1,833.40**

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

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,833.40 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 National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148.**

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 four months 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:** First National Bank of Pennsylvania

**Address:** 4140 East State Street  
Hermitage, PA 16148

**Phone Number:** 724-983-3669

**Fax Number:** 724-983-3318

**Contact Person:** Cindy Mancino

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

**ASSUMPTION OF MORTGAGE** -- You \_\_\_\_ may or X 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**  
**HEMAP Counseling Agency List as of 6/26/2002**

**CCCS of Northeastern PA**  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-599-2227 ext 108

**CCCS of Western PA, Inc.**  
217 E. Plank Road  
Altoona, PA 16602  
888-599-2227 ext 108

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
8145356556

APPENDIX A

CERTIFIED MAIL

RETURNED RECEIPT REQUESTED

# 7003 2260 0006 0416 7222

Date: April 28, 2004

# 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.

HOMEOWNER'S NAME(S): Robert Terry Ruehle

Joni Marie Stiver

PROPERTY ADDRESS: 223 Horseshoe Road

LaJose, PA 15753

LOAN ACCT. NO: 42632280

ORIGINAL LENDER: First National Bank of Pennsylvania

CURRENT LENDER/SERVICER: First National Bank of Pennsylvania

**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**

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**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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**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: 223 Horseshoe Road, LaJose, PA 15753

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February, March and April 2004

\$1,718.82

Other Charges (Explain/Itemize): \$114.58 Late Charges

**TOTAL AMOUNT PAST DUE: \$1,833.40**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,833.40 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 National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148.

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 four months 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:** First National Bank of Pennsylvania

**Address:** 4140 East State Street  
Hermitage, PA 16148

**Phone Number:** 724-983-3669

**Fax Number:** 724-983-3318

**Contact Person:** Cindy Mancino

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

**ASSUMPTION OF MORTGAGE** -- You \_\_\_\_ may or X 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**  
**HEMAP Counseling Agency List as of 6/26/2002**

**CCCS of Northeastern PA**  
208 W. Hamilton Ave,  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-599-2227 ext 108

**CCCS of Western PA, Inc.**  
217 E. Plank Road  
Altoona, PA 16602  
888-599-2227 ext 108

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
8145356556

**VERIFICATION**

I, Christine A. Lombardo, Banking Officer/Paralegal of First National Bank of PA, being authorized to do so, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FIRST NATIONAL BANK OF PA

By Christine A. Lombardo  
Christine A. Lombardo  
Banking Officer/Paralegal

DATED: July 26, 2004



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No.

FIRST NATIONAL BANK OF  
PENNSYLVANIA

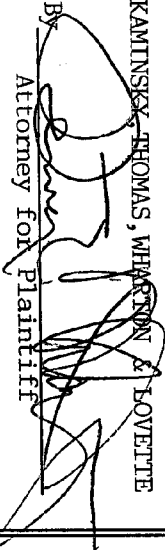
VS.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER

C O M P L A I N T

TO THE WITHIN DEFENDANTS:  
YOU ARE HEREBY NOTIFIED TO PLEAD  
TO THE WITHIN COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE  
HEREOF OR DEFAULT JUDGMENT MAY  
BE ENTERED AGAINST YOU.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By   
Attorney for Plaintiff

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED

JUL 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,  
  
Defendants

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 04-1134-CD

: TYPE OF DOCUMENT:  
:  
: AFFIDAVIT OF SERVICE

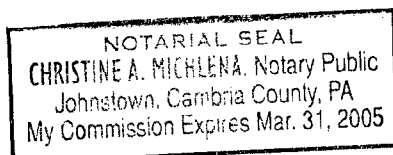
: ATTORNEY FOR PLAINTIFF:  
:  
: DENVER E. WHARTON, ESQUIRE  
: SUPREME COURT I.D. #31800  
: KAMINSKY, THOMAS, WHARTON  
: & LOVETTE  
: 360 STONYCREEK STREET  
: JOHNSTOWN, PA 15901  
: PHONE: (814) 535-6756

**FILED**

AUG 23 2004

William A. Shaw

Prothonotary/Clerk of Courts



**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:

Robert Terry Ruehle  
7927 Angola Road  
Holland, OH 43528

**RESTRICTED  
DELIVERY**

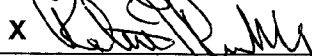
## 2. Article Number

*(Transfer from service label)*

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X 

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Robert Ruehle

## C. Date of Delivery

13 Aug 09

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

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.☒ Restricted Delivery? (Extra Fee)☒ Yes

7003 2260 0001 5216 6944

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1134-CD

FIRST NATIONAL BANK OF  
PENNSYLVANIA

VS.

ROBERT TERRY RUEHLE and  
JONI MARIE SLIVER

AFFIDAVIT OF SERVICE

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED

AUG 23 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST NATIONAL BANK OF PENNSYLVANIA

VS.

RUEHLE, ROBERT T. & JONI MARIE STIVER

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16029

04-1134-CD

**SHERIFF RETURNS**

NOW AUGUST 6, 2004 AT 4:29 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JONI MARIE STIVER, DEFENDANT AT RESIDENCE, 223 HORSESHOE ROAD, LAJOSE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JONI MARIE STIVER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEROF.  
SERVED BY: NEVLING/HUNTER

**Return Costs**

Cost	Description
78.75	SHERIFF HAWKINS PAID BY: <i>atty</i>
10.00	SURCHARGE PAID BY: ATTY CK# 27902

Sworn to Before Me This

*24<sup>th</sup>* Day Of *August* 2004  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

FILED *NO CC*  
*019.11687*  
AUG 24 2004 *118*

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**AUG 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1134-CD

TYPE OF DOCUMENT:

PRAECIPE FOR ENTRY OF  
DEFAULT JUDGMENT

ATTORNEY FOR PLAINTIFF:

DENVER E. WHARTON, ESQUIRE  
SUPREME COURT I.D. #31800  
KAMINSKY, THOMAS, WHARTON  
& LOVETTE  
360 STONYCREEK STREET  
JOHNSTOWN, PA 15901  
TELEPHONE: (814) 535-6756

FILED

*M. 2:12 PM Pd 20 00  
Notarized Def. Stiver to filing*  
OCT 04 2004

William A. Shaw  
Prothonotary



Denver E. Wharton  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

: No. 04-1134-CD  
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**IMPORTANT NOTICE**

TO: Robert Terry Ruehle  
7927 Angola Road  
Holland, OH 43528

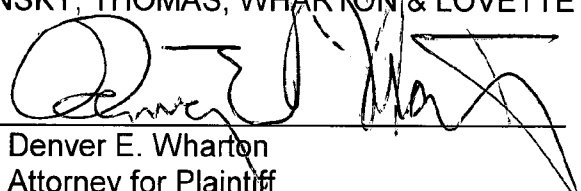
DATE: September 7, 2004

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
PHONE: (814) 765-2641

KAMINSKY, THOMAS, WHARTON & LOVETTE


By

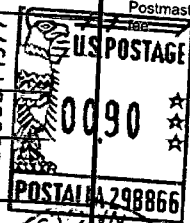
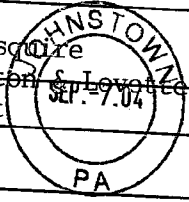
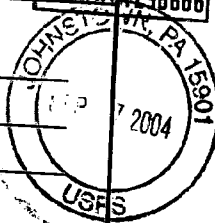
  
Denver E. Wharton  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

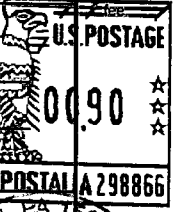

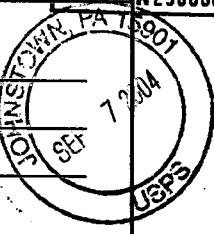
Plaintiff

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

By   
Denver E. Wharton  
Attorney for Plaintiff  
360 Stonycreek Street  
Johnstown, PA 15901

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
Denver E. Wharton, Esquire <del>Kaminsky, Thomas, Wharton &amp; Lorette</del> 360 Stonycreek Street Johnstown, PA 15901		# 0000011577 	
One piece of ordinary mail addressed to:			
Robert Terry Ruehle 7927 Angola Road Holland, OH 43528			

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:			
Denver E. Wharton, Esquire <del>Kaminsky, Thomas, Wharton &amp; Lorette</del> 360 Stonycreek Street Johnstown, PA 15901		# 0000011578 	
One piece of ordinary mail addressed to:			
Joni Marie Stiver 223 Horseshoe Road LaJose, PA 15753			

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1134-CD

FIRST NATIONAL BANK OF  
PENNSYLVANIA

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER

PRAECIPE FOR ENTRY OF  
DEFAULT JUDGMENT

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE

360 STONYCREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959

(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

: No. 04-1134-CD  
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TO: Robert Terry Ruehle  
7927 Angola Road  
Holland, OH 43528

Notice is given that a judgment in the above captioned matter  
has been entered against you on \_\_\_\_\_, 2004.

\_\_\_\_\_  
Prothonotary of Clearfield County

(Rule of Civil Procedure No. 236)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

: No. 04-1134-CD  
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TO: Joni Marie Stiver  
223 Horseshoe Road  
LaJose, PA 15753

Notice is given that a judgment in the above captioned matter  
has been entered against you on \_\_\_\_\_, 2004.

\_\_\_\_\_  
Prothonotary of Clearfield County

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

First National Bank of Pennsylvania  
Plaintiff(s)

No.: 2004-01134-CD

Real Debt: \$24,664.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert Terry Ruehle  
Joni Marie Stiver  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 4, 2004

Expires: October 4, 2009

Certified from the record this 4th day of October, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney



PRAECIPE FOR WRIT OF EXECUTION — (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183

First National Bank of Pennsylvania

Plaintiff(s)

vs.

Robert Terry Ruehle and

Joni Marie Stiver

Defendant(s)

IN THE COURT OF COMMON PLEAS,  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1134<sup>EC</sup>CD Term, 19      E.D.

No.                      Term, 19      C.D.

To The Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:  
(Specifically describe property)

223 Horseshoe Road, LaJose, Chest Township, Clearfield County, PA 15753

*ECK*  
**FILED** *Atty pd. 20.00*  
*m/11:43/BJ* *1 cc @ lewrits*  
**OCT 21 2004** *w/ descr. to*

William A. Shaw  
Prothonotary/Clerk of Courts

Amount due \$ 24,664.75

Interest from 7-12-04 \$           

(Costs to be added) TOTAL \$ 125.00

**Prothonotary costs**

KAMINSKY, THOMAS, WHARTON & LOVETTE

Dated October 19, 2004

By *Denver E. Wharton*

Attorney for Plaintiff(s)  
Denver E. Wharton

No. 04-1134-CD Term, 19      E.D.

No.                      Term, 19      C.D.  
IN THE COURT OF COMMON PLEAS,  
CLEARFIELD COUNTY, PENNSYLVANIA.

First National Bank of Pennsylvania

vs.

Robert Terry Ruehle and

Joni Marie Stiver

**PRAECIPE**

**FOR WRIT OF EXECUTION**

(Mortgage Foreclosure)  
P.R.C.P. 3180 to 3183

**PROTHONOTARY COSTS:**

(Praecipe, Writ and Copies)

Use Attorney                     

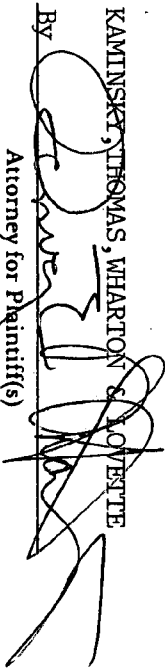
Use Plaintiff                     

**FILED**

**OCT 21 2004**

William A. St. JW  
Prothonotary Clerk of Courts

KAMINSKY, THOMAS, WHARTON & LOVETTE

BY   
Attorney for Plaintiff(s)  
Denver E. Wharton



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

First National Bank of Pennsylvania  
4140 East State Street  
Hermitage, PA 16148

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

NONE

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:

Betty Norris, Tax Collector  
188 Berwins Dale Road  
Irvona, PA 16656

Tax Claim Bureau  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

BCI Municipal Authority  
Cressview Street Ext.  
Irvona, PA 16656

Westover Municipal Authority  
Westover, PA 16692

Harmony School District  
4575 Ridge Road  
Westover, PA 16692

Clearfield County DRO  
230 E. Market Street  
Clearfield, PA 16830

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:

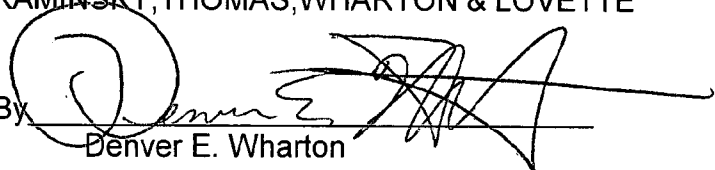
NONE

The addresses listed above are the last known reasonable ascertainable addresses after a reasonable search conducted by the Plaintiff.

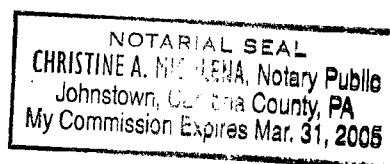
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By

  
Denver E. Wharton  
Attorney for Plaintiff

DATED: October 19, 2004



WRIT OF EXECUTION — (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and Rule 3257

First National Bank of Pennsylvania

Plaintiff(s)

vs.

Robert Terry Ruehle and

Joni Marie Stiver

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS:

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 following described property:

(Specifically describe property)

223 Horseshoe Road, LaJose, Chest Township, Clearfield County, PA 15753

Amount due \$ 24,664.75

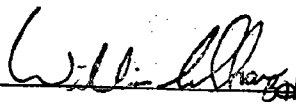
Interest from 7-12-04 \$

(Costs to be added)

TOTAL \$

135.00 Prothonotary costs

Dated October 21, 2004

  
Prothonotary

SEAL

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

RECEIVED WRIT THIS \_\_\_\_\_ day

of \_\_\_\_\_ A.D., 19 \_\_\_\_\_,  
at \_\_\_\_\_ M.

Sheriff

No. 04-1134-CD

19 \_\_\_\_\_ E.D.

No. \_\_\_\_\_ 19 \_\_\_\_\_ C.D.  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of Pennsylvania

vs.

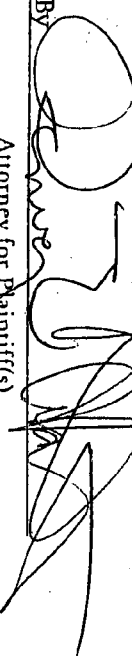
Robert Terry Ruehle and

Joni Marie Stiver

WRIT OF EXECUTION  
(Mortgage Foreclosure)

EXECUTION DEBT .....	24,664	75
Interest from .....		
Prothonotary .....	125	00
Use Attorney .....		
Use Plaintiff .....		
Attorney's Comm. ....		
Satisfaction .....		
Sheriff .....		
.....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

By   
Attorney for Plaintiff(s)  
Denver E. Wharton

RE: First National Bank of Pennsylvania  
vs. Robert Terry Ruehle and Joni Marie Stiver

No. 04-1134-CD

Premises: 223 Horseshoe Road  
La Jose, PA 15753

ALL that certain piece or parcel of land situate in the Township of Chest, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Public Road on the East side of Spring Run; thence North six perches to a post; thence East thirteen perches to a post; thence South eight perches to Public Road at a post; thence along said Public Road West twelve perches to post and place of beginning. Containing one-half acre.

BEING the same piece or parcel of land which Melvin Spaid and Ann Spaid, by their deed dated April 3, 2001, and recorded in the office of the Recorder of Deeds in and for Clearfield County on April 6, 2001, as Instrument No. 200104794 granted and conveyed unto Robert Terry Ruehle and Joni Marie Stiver.



SHORT FORM DESCRIPTION:

PROPERTY OF: Robert Terry Ruehle and Joni Marie Stiver

EXECUTION NO. 04-1134-CD

ATTORNEY: Denver E. Wharton, Esquire  
360 Stonycreek Street  
Johnstown, PA 15901

DESCRIPTION: 223 Horseshoe Road, LaJose, PA 15753  
Map No. 109-E15-000-00065  
Improvements: house 0.5 acre  
Instrument No. 200104794

FIRST NATIONAL BANK OF  
PENNSYLVANIA,

Plaintiff

vs.

ROBERT TERRY RUEHLE and  
JONI MARIE STIVER,

Defendants

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

: No. 04-1134-CD

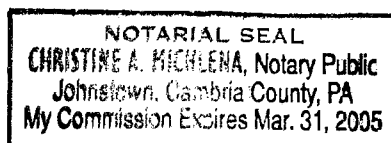
: TYPE OF DOCUMENT:

: AFFIDAVIT OF SERVICE

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE  
: SUPREME COURT I.D. #31800  
: KAMINSKY, THOMAS, WHARTON  
: & LOVETTE  
: 360 STONYCREEK STREET  
: JOHNSTOWN, PA 15901  
: TELEPHONE: (814) 535-6756

FILED *no*  
*m/112434 cc*  
FEB 04 2005  
*W* William A. Shaw  
Prothonotary/Clerk of Courts



**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:

Robert Terry Ruehle  
7927 Angola Road  
Holland, OH 43528

## 2. Article Number

(Transfer from service label)

7004 1160 0000 4957 1724

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Robert T. Ruehle

## C. Date of Delivery

JAN 26 2005

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**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:

Joni M. Stiver  
80 Horseshoe Road  
LaJose, PA 15153

## 2. Article Number

(Transfer from service label)

7004 1160 0000 4957 1854

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Joni M. Stiver

## C. Date of Delivery

1-30-05

D. Is delivery address different from item 1? ☒ Yes

If YES, enter delivery address below:

☐ No

223 Horseshoe Rd.  
LAJOSE, PA 15153

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☒ Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <i>Aditya Narayan</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Harmony School District  4575 Ridge Road  Westover, PA 16692</p>		<p>B. Received by (Printed Name)  <i>Aditya Narayan</i></p>	<p>C. Date of Delivery  1/18/05</p>
<p>2. Article Number  (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No  If YES, enter delivery address below:</p> <p>5239 Ridge Rd</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
<p>102595-02-M-1540</p>		<p>7004 1160 0000 4957 1779</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <i>Jean Orr</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Tax Claim Bureau  Clearfield County Courthouse  230 E. Market Street  Clearfield, PA 16830</p>		<p>B. Received by (Printed Name)  <i>Jean Orr</i></p>	<p>C. Date of Delivery  JAN 18 2005</p>
<p>2. Article Number  (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No  If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
<p>102595-02-M-1540</p>		<p>7004 1160 0000 4957 1755</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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<p>1. Article Addressed to:</p> <p>Clearfield County DRO  230 E. Market Street  Clearfield, PA 16830</p>		<p>B. Received by (Printed Name) <i>JEAN ORR</i> C. Date of Delivery <i>JAN 10 2004</i></p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number  (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

7004 1160 0000 4957 1717

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> <i>Betty Norris</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Betty Norris, Tax Collector  188 Berwins Dale Road  Irvona, PA 16656</p>		<p>B. Received by (Printed Name) <i>Betty N Norris</i> C. Date of Delivery <i>1-5-05</i></p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number  (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 102595-02-M-1540</p>	

7004 1160 0000 4957 1762

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>x Russell E. Cornelius</i></p>	
<p>1. Article Addressed to:</p> <p>BCI Municipal Authority Cressview Street Ext. Irvona, PA 16656</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Russell Cornelius</i> <i>11/6/05</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p>7004 1160 0000 4957 1731</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>Domestic Return Receipt</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>102595-02-M-1540</p>			

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<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>x Gene Hagens</i></p>	
<p>1. Article Addressed to:</p> <p>Westover Municipal Authority Westover, PA 16692</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Gene Hagens</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p>7004 1160 0000 4957 1748</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>Domestic Return Receipt</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>102595-02-M-1540</p>			

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1134-CD

FIRST NATIONAL BANK OF  
PENNSYLVANIA

vs.

ROBERT TERRY RUEHL and  
JONI MARIE STIVER

AFFIDAVIT OF SERVICE

**FILED**

**FEB : 4 2005**

Willie . haw  
Prothonotary, Clerk of Courts

LAW OFFICES  
KAMINSKY, THOMAS, WHARTON  
AND LOVETTE

360 STONECREEK STREET  
JOHNSTOWN, PENNSYLVANIA 15901-1959