

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

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

: No. 04-1409-CD

: MORTGAGE FORECLOSURE

: TYPE OF DOCUMENT:

: COMPLAINT

: ATTORNEY FOR PLAINTIFF:

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

FILED

*re 2:07 PM 12 85.00
200 to 814*

SEP 10 2004

William A. Shaw
Prothonotary

Oct. 13, 2004 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

[Signature]
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

No.

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 is served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

**KAMINSKY, THOMAS, WHARTON & LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No.
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
Plaintiff	:	
vs.	:	
	:	
JOHN D. WEBSTER and	:	
SUSAN J. WEBSTER,	:	
	:	
Defendants	:	MORTGAGE FORECLOSURE

COMPLAINT

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

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

2. The Defendant, John D. Webster, is an adult individual whose last known address is 131 Baird Lane, Mahaffey, Clearfield County, PA 15757.

3. The Defendant Susan J. Webster, is an adult individual whose last known address is R.R. 7, Box 111, Punxsutawney, Jefferson County, PA 15767.

4. On March 26, 1999, the Defendants made, executed and delivered a Mortgage on the hereinafter described premises to Laurel Bank, which Mortgage was recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania

as Instrument No. 199905024. 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 messuage, tenement or tract of land situate in the Township of Bell, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post; thence by lands now or formerly of Mrs. Nancy Duff, North 74° West 40 perches to a post; thence North 26° West 9 perches to a post, by lands now or formerly of Mrs. Sarah E. Campbell; thence South 86 ½° East 41 perches to a post; thence by lands now or formerly of Sarah E. Campbell, South 20° West 19 perches to a post and place of beginning. Containing three acres and 87 perches, strict measure.

7. Said Mortgage is in default because:

a. Principal thereof became due and payable on May 9, 2004, and by the terms of said Mortgage, is collectible forthwith;

b. Interest payments on said Mortgage due on May 9, 2004, are due and have not yet been paid; and by the terms of said Mortgage, upon default of such payments of interest for a space of thirty (30) days after any such payments are due, the whole of said principal and interest thereon is immediately due and payable.

8. The following amounts are due on said Mortgage:

Principal	\$35,473.00
Interest thru 08-26-04	387.33
Ins. Refund thru 08-10-04	- 2,210.55
Satisfaction fee	25.00
Late Charges	420.00
Attorney's fees	<u>1,704.74</u>
TOTAL DUE	\$35,799.52

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, John E. Webster, at R.D. #1, Box 182, Mahaffey, PA 15757, and 131 Baird Lane, Mahaffey, PA 15757, via Certified Mail under date of June 9, 2004. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "B".

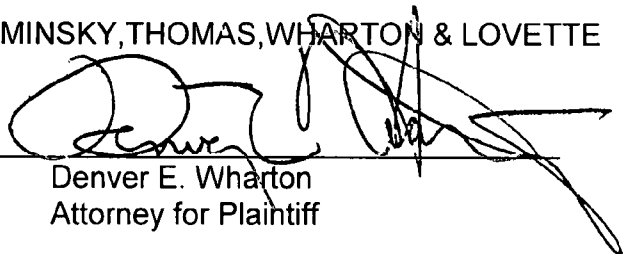
10. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, Susan J. Webster, at R.D. #1, Box 182, Mahaffey, PA 15757, and R.R. 7, Box 111, Punxsutawney, PA 15767, via Certified Mail under date of June 9, 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 Thirty-five Thousand Seven Hundred Ninety-nine and 52/100 (\$35,799.52) Dollars, together with interest thereon.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By


Denver E. Wharton
Attorney for Plaintiff

MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MARCH 26, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JOHN D WEBSTER
AS JOINT DEBTORS
RD 1 BOX 182
MAHAFFEY, PA 15757

SUSAN J WEBSTER
AS JOINT DEBTORS
RD 1 BOX 182
MAHAFFEY, PA 15757

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: LAUREL BANK - BARNESBORO OFFICE
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA
PHILADELPHIA AVE & 10TH STREET
BARNESBORO, PA 15714

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: SEE DEED BOOK VOLUME 1487 PAGE 61 AS PREMISES ARE THEREIN DESCRIBED.

The property is located in CLEARFIELD (BELL TOWNSHIP) at
(County)
RD 1 BOX 182 MAHAFFEY 15757
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 44,771.49. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
INSTALLMENT MORTGAGE #42217080 OF JOHN D WEBSTER AND SUSAN J WEBSTER

B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.

PENNSYLVANIA - SHORT FORM MORTGAGE - CLOSED END (NOT FOR FNMA, FHLMC, FHA OR VA USE)

© 1995 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form SFMC-MTG-PA 3/15/95

(page 1 of 2)

EXHIBIT "A"

10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
11. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
12. **DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.
13. **EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
14. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
15. **SEVERABILITY; INTERPRETATION.** If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
16. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property
- ☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

X John D. Webster 3/26/99 X Susan J. Webster 3/26/99
(Signature) JOHN D. WEBSTER (Date) (Signature) SUSAN J. WEBSTER (Date)

(Witness) (Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF _____ } ss.
On this, the 26TH day of MARCH, 1999, before me NOTARY _____, the undersigned (Individual) officer, personally appeared JOHN D. WEBSTER AND SUSAN J. WEBSTER, AS JOINT DEBTORS _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal, Lori A. Bennett
My commission expires: _____
(Seal) Lori A. Bennett, Notary Public
Cambria Twp., Cambria County
My Commission Expires Mar. 23, 2002
Title of Officer

It is hereby certified that the address of the Lender within named is: PHILADELPHIA AVE & 10TH STREET,
BARNESBORO, PA 15714

X Patricia A. Weakland
PATRICIA A. WEAKLAND

APPENDIX A
CERTIFIED MAIL
RETURNED RECEIPT REQUESTED
7003 2260 0006 0416 9264

Date: June 9, 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): John D. Webster
Susan J. Webster

PROPERTY ADDRESS: RD 1 Box 189
Mahaffey, PA 15757

LOAN ACCT. NO: 42217080

ORIGINAL LENDER: Laurel Bank

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: RD 1 Box 189, Mahaffey, PA 15757

IS SERIOUSLY IN DEFAULT because:

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

April, May and June 2004

\$1,098.32

Other Charges (Explain/Itemize): \$195.00 Late Charges

TOTAL AMOUNT PAST DUE: \$1,293.32

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 \$1,293.32** 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

Date: June 9, 2004

CERTIFIED MAIL

RETURNED RECEIPT REQUESTED

7003 2260 0006 0416 9271

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): John D. Webster

Susan J. Webster

PROPERTY ADDRESS: RD 1 Box 189

Mahaffey, PA 15757

LOAN ACCT. NO: 42217080

ORIGINAL LENDER: Laurel Bank

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: RD 1 Box 189, Mahaffey, PA 15757

IS SERIOUSLY IN DEFAULT because:

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

April, May and June 2004

\$1,098.32

Other Charges (Explain/Itemize): \$195.00 Late Charges

TOTAL AMOUNT PAST DUE: \$1,293.32

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 \$1,293.32** 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

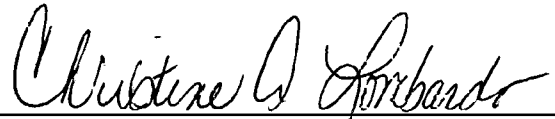
Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

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

VERIFICATION

I, Christine A. Lombardo, Banking Officer/Paralegal, 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
Banking Officer/Paralegal

DATED: September 8, 2004

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

FIRST NATIONAL BANK OF PA,
et al.

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER

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

1 REINSTATED COMPANYING
TO SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 04-1409-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff :

vs. :

JOHN D. WEBSTER and :
SUSAN J. WEBSTER, :

Defendants :

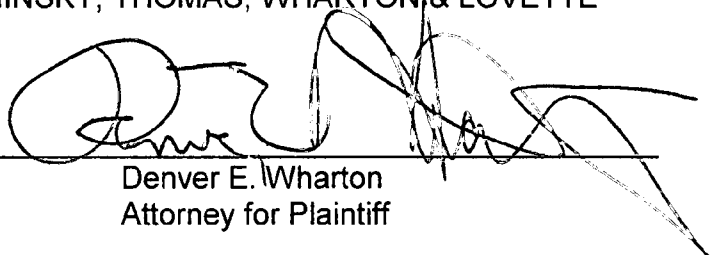
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Please reinstate the Complaint in Mortgage Foreclosure filed relative to the
above captioned matter for service upon the Defendant, Susan J. Webster.

KAMINSKY, THOMAS, WHARTON, & LOVETTE

By



Denver E. Wharton
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409-CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER

PRAECIPE TO REINSTATE
COMPLAINT

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE

360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST NATIONAL BANK OF PA.

VS.

WEBSTER, JOHN D. & SUSAN J.

Sheriff Docket #

16272

04-1409-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 4, 2004 AT 9:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN D. WEBSTER, DEFENDANT AT RESIDENCE, 131 BAIRD LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN D. WEBSTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW SEPTEMBER 20, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SEVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT.

NOW SEPTEMBER 27, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN "NOT FOUND" NEW ADDRESS: 309 CLINTON ST., ROSSITER, INDIANA COUNTY, PA.

NOW SEPTEMBER 30, 2004, ROBERT FYOCK, SHERIFF OF INDIANA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT.

NOW OCTOBER 5, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT BY DEPUTIZING THE SHERIFF OF INDIANA COUNTY. THE RETURN OF SHERIFF FYOCK IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT FOUND" NEW ADDRESS: 130 GARZONI ROAD, PUNXSUTAWNEY, JEFFERSON COUNTY, PA.

Return Costs

Cost	Description
90.87	SHERIFF HAWKINS PAID BY: <i>atty</i>
20.00	SURCHARGE PAID BY: ATTY
35.81	JEFFERSON COUNTY SHERIFF PAID BY: ATTY
70.00	INDIANA CO. SHFF. PAID BY: ATTY.

FILED
01/24/01
OCT 18 2004
ELK

Sworn to Before Me This

18th Day Of *Oct* 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 Nancy Harris

Chester A. Hawkins

Sheriff

No. 04-1409-CD

Now, September 27, 2004, I return the within Notice and Complaint in Mortgage Foreclosure for SUSAN J. WEBSTER, Defendant, as she is no longer at the address of RR7, Box 111, Punxsutawney. The address we got was 309 Clinton Street, Rossister, PA.

Advance Costs Received:	\$125.00
My Costs:	\$ 33.81 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 35.81
Refunded:	\$ 89.19

Sworn and subscribed
to before me this 29th
day of Sept. 2004
By Richard J. Shurt

My Commission Expires The
First Monday January 2008

So Answers,

Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

INDIANA COUNTY SHERIFF'S OFFICE

PLAINTIFF

FIRST NATONA

date received:

10/1/04

status:

C

VS

case number:

041409CD

DEFENDANT

WEBSTER

SUSAN J

paper type:

COMPLAINT

ATTORNEY,S NAME:

DENVER E WHARTON ESQ

LAST DAY OF SERVICE:

10/10/04

ATTORNEY'S ADDRESS:

360 STONYCREEK STREET

of services:

1

JOHNSTOWN PA 15901

ADVANCE CHARGED:

\$70.00

RECEIVING DOCKETING:

\$9.00

SURCHARGE:

\$0.00

FOUND SERVICE:

\$0.00

NOTARY FEE:

\$3.00

NOT FOUND

\$5.00

MILEAGE:

\$53.00

ADDITIONAL DEFENDANTS SERVED

\$0.00

POSTAGE:

\$0.00

DEPUTIZATION

\$0.00

TOTAL COSTS:

\$70.00

REFUND DUE:

\$0.00

RETURN OF SERVICE

NOW 10/05/04 AT 11:45 AM AFTER A DILIGENT SEARCH WAS UNABLE

TO LOCATE SUSAN J WEBSTER AT 309 CLINTON STREET ROSSITER PA

DUE TO HER NOT RESIDING AT THIS ADDRESS NO LONGER POST

MASTER AT ROSSITER POST OFFICE STATED THAT HER NEW ADDRESS

IS 130 GARZONI ROAD PUNXSUTAWNEY, PA 15767-3046 THIS IS IN

JEFFERSON COUNTY - WISSINGER

SWORN AND SUBSCRIBED BEFORE ME

THIS 6 DAY OF OCT 20 04

Loretta J. Wissinger

NOTARIAL SEAL
LOHETTA J. WISSINGER, NOTARY PUBLIC
INDIANA, INDIANA CO
MY COMMISSION EXPIRES MARCH 8, 2008

Robert E. Fyock

ROBERT E. FYOCK, SHERIFF

BY:
DEPUTY

Gary Wissinger
GARY WISSINGER

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST NATIONAL BANK OF PA.

VS.

WEBSTER, JOHN D. & SUSAN J.

Sheriff Docket #

16272

04-1409-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 15, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT.

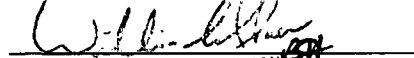
NOW NOVEMBER 9, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SUSAN J. WEBSTER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
30.00	SHERIFF HAWKINS PAID BY: ATTY CK# 28262
10.00	SURCHARGE PAID BY: ATTY CK# 28264
58.50	JEFFERSON CO. SHFF. PAID BY: ATTY.

Sworn to Before Me This

24th Day Of Nov 2004

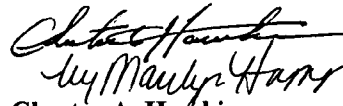


WILLIAM A. SHAW

Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins

Sheriff

FILED ^{E64}
07:41 PM
NOV 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

No. 04-1409 C.D.

Personally appeared before me, Carl Gotwald, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 9, 2004, at 4:30 o'clock P.M. did serve the Notice and Complaint in Mortgage Foreclosure upon SUSAN J. WEBSTER, defendant, at her residence of 130 Garzoni Road, Punxsutawney, Township of Young, County of Jefferson, State of Pennsylvania, by handing to her personally one true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	56.50	Paid
Prothy:	2.00	
Total Costs:	58.50	
REFUNDED:	\$ 66.50	

So Answers,

Sworn and subscribed

to before me this 12th

day of Nov 2004

By Benjamin Serst

My Commission Expires The
First Monday January 2008

Carl Gotwald Deputy

Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

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

: No. 04-1409-CD

: TYPE OF DOCUMENT:

: PRAECIPE FOR ENTRY OF
: DEFAULT JUDGMENT

FILED
M. 1-26 99 per 20 00
Notice to Defs start to litig
DEC 22 2004

William A. Shaw
Prothonotary

: 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 04-1409-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK. :

Plaintiff :

vs. :

JOHN D. WEBSTER and :
SUSAN J. WEBSTER, :

Defendants :

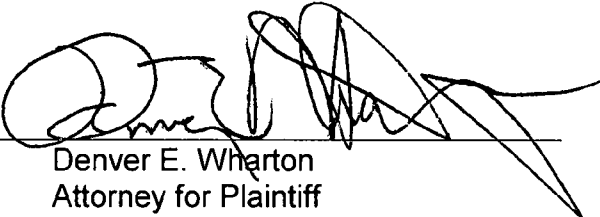
PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT


TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Enter Judgment in favor of the Plaintiff and against the Defendants, JOHN D. WEBSTER and SUSAN J. WEBSTER, in the above captioned matter in the sum of THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-NINE and 52/100 (\$35,799.52) DOLLARS, plus costs and legal interest for failure of the Defendants to file an Answer.

I hereby certify that written Notice of intention to file the within Praecipe was mailed (or delivered) to the Defendants and their attorney of record, if any, after the default occurred and at least ten (10) days prior to the filing of the within Praecipe. Attached hereto are copies of said Notices together with copies of the Certificates of Mailing verifying same.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By  _____
Denver E. Wharton
Attorney for Plaintiff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

No. 04-1409-CD

IMPORTANT NOTICE

TO: Susan J. Webster
130 Garzoni Road
Punxsutawney, PA 15767

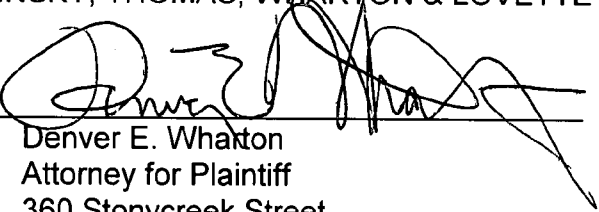
DATE: December 6, 2004

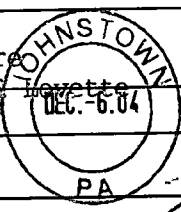
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER 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

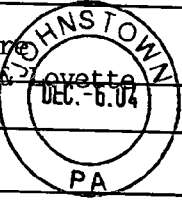
KAMINSKY, THOMAS, WHARTON & LOVETTE

By


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

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
<p>Received From:</p> <p>Denver E. Wharton, Esquire</p> <p>Kaminsky, Thomas, Wharton & Lovette</p> <p>360 Stonycreek Street</p> <p>Johnstown, PA 15901</p>	<div style="text-align: center;">  </div> <div style="text-align: right; font-size: small;"> # 0000014730 </div>	<p style="font-size: small;">Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>U.S. POSTAGE</p> <p>00.90 ☆☆☆</p> <p>POSTALIA 298866</p> </div>	
<p>One piece of ordinary mail addressed to:</p> <p>John D. Webster</p> <p>131 Baird Lane</p> <p>Mahaffey, PA 15757</p>			

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			
<p>Received From:</p> <p>Denver E. Wharton, Esquire</p> <p>Kaminsky, Thomas, Wharton & Lovette</p> <p>360 Stonycreek Street</p> <p>Johnstown, PA 15901</p>	<div style="text-align: center;">  </div> <div style="text-align: right; font-size: small;"> # 0000014731 </div>	<p style="font-size: small;">Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>U.S. POSTAGE</p> <p>00.90 ☆☆☆</p> <p>POSTALIA 298866</p> </div>	
<p>One piece of ordinary mail addressed to:</p> <p>Susan J. Webster</p> <p>130 Garzoni Road</p> <p>Punxsutawney, PA 15767</p>			

PS Form **3817**, January 2001

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409-CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER

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 PA, : No. 04-1409-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

TO: John D. Webster
131 Baird Lane
Mahaffey, PA 15757

Notice is given that a judgment in the above captioned matter
has been entered against you on December 22, 2004.



Prothonotary of Clearfield County


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

: No. 04-1409-CD

VS.

Defendants

Notice is given that a judgment in the above captioned matter
has been entered against you on December 22, 2004


Prothonotary of Clearfield County

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

First National Bank Of PA
Laurel Bank
Promistar Bank
Plaintiff(s)

No.: 2004-01409-CD

Real Debt: \$35,799.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John D. Webster
Susan J. Webster
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 22, 2004

Expires: December 22, 2009

Certified from the record this 22nd day of December, 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 PA, Successor-in-
Interest via merger to Promistar Bank,
formerly Laurel Bank

Plaintiff(s)

vs.

John D. Webster and

Susan J. Webster

Defendant(s)

IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409-CD Term, 19 ____ E.D.

No. _____ Term, 19 ____ C.D.

To The Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

(Specifically describe property)

R.D. #1, Box 182, Mahaffey, Bell Township, Clearfield County, PA 15757

FILED *Aug pd.*
6/23/01 20.00
JAN 14 2005 *1000*
William A. Shaw *LeWitts*
Prothonotary/Clerk of Courts *to*
Shff

Amount due \$ 35,799.52

Prothonotary costs 132.00

Interest from 8-26-04 \$ _____

(Costs to be added) TOTAL \$ _____

KAMINSKY, THOMAS, WHARTON & LOVETTE

Dated January 12, 2005

By *Denver E. Wharton*

Attorney for Plaintiff(s)
Denver E. Wharton

No. 04-1409-CD Term, 19 E.D.

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

First National Bank of PA, Successor-in-
Interest via merger to Promistar Bank,
formerly Laurel Bank

vs.

John D. Webster and

Susan J. Webster

PRAECIPE

FOR WRIT OF EXECUTION

(Mortgage Foreclosure)

P.R.C.P. 3180 to 3183

PROTHONOTARY COSTS:

(Praecipe, Writ and Copies)

Use Attorney

Use Plaintiff

Prothonotary costs \$132.00

KAMINSKY, THOMAS, WHARTON & L'EVETTE

By

Attorney for Plaintiff(s)

Denver E. Wharton

RE: First National Bank of PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. John D. Webster and Susan J. Webster

No. 04-1409-CD

Premises: R.D. #1, Box 182
Mahaffey, PA 15757

ALL that messuage, tenement or tract of land situate in the Township of Bell,
County of Clearfield and State of Pennsylvania, bounded and described as
follows:

BEGINNING at a post; thence by lands now or formerly of Mrs. Nancy Duff,
North 74° West 40 perches to a post; thence North 26° West 9 perches to
a post, by lands now or formerly of Mrs. Sarah E. Campbell; thence South
86 ½° East 41 perches to a post; thence by lands now or formerly of Sarah
E. Campbell, South 20° West 19 perches to a post and place of beginning.
Containing three acres and 87 perches, strict measure.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 04-1409-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
Plaintiff	:	
vs.	:	
	:	
JOHN D. WEBSTER and	:	
SUSAN J. WEBSTER,	:	
	:	
Defendants	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel 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 at R.D. #1, Box 182, Mahaffey, Bell Township, Clearfield County, PA:

1. Names and addresses of the Owners or Reputed Owners:

John D. Webster
131 Baird Lane
Mahaffey, PA 15757

Susan J. (Webster) Brown
130 Garzoni Road
Punxsutawney, PA 15767

2. Names and addresses of Defendants in the judgment:

John D. Webster
131 Baird Lane
Mahaffey, PA 15757

Susan J. (Webster) Brown
130 Garzoni Road
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:

NONE

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

First National Bank of PA
(formerly Laurel Bank)
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:

Diane McMillen, Tax Collector
14 Island Road
Mahaffey, PA 15757

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

Purchase Line School District
Commodore, PA 15729

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:

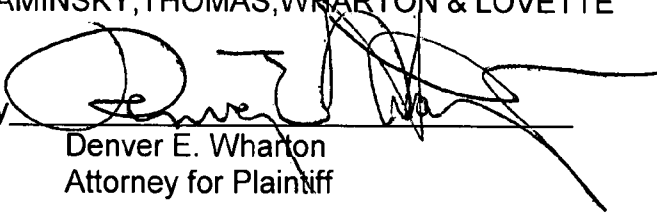
NONE

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.A. Section 4904 relating to unsworn falsification to authorities.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By


Denver E. Wharton
Attorney for Plaintiff

DATED: January 12, 2005

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

JOHN D. WEBSTER and
SUSAN J. WEBSTER,


Defendants

•

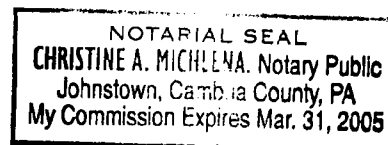
COUNTY OF CAMBRIA

John D. Webster
131 Baird Lane
Mahaffey, PA 15757

Susan J. (Webster) Brown
130 Garzoni Road
Punxsutawney, PA 15767


Denver E. Wharton

Christine A. Michler
Notary Public



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

First National Bank of PA, Successor-in-
Interest via merger to Promistar Bank
formerly Laurel Bank

Plaintiff(s)

vs.

John D. Webster and

Susan J. Webster

Defendant(s)

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

No. 04-1409-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)

R.D. #1, Box 182, Mahaffey, Bell Township, Clearfield County, PA 15757

Amount due \$ 35,799.52

Interest from 8-26-04 \$

(Costs to be added) TOTAL \$

Prothonotary costs 132.00

Dated 11/14/05

William L. [Signature]

Prothonotary

SEAL

By: _____

Deputy

RECEIVED WRIT THIS _____ day

No. 04-1409-CJ

19 ____ E.D.

of _____ A.D., 19 ____
at _____ M.

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

Sheriff

First National Bank of PA, Successor-in-
Interest via merger to Promistar Bank
formerly Laurel Bank

vs.


John D. Webster and

Susan J. Webster

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT.....	35,799	52
Interest from 8-26-04.....		
Prothonotary.....	132	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 PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. John D. Webster and Susan J. Webster

No. 04-1409-CD

Premises: R.D. #1, Box 182
Mahaffey, PA 15757

ALL that messuage, tenement or tract of land situate in the Township of Bell,
County of Clearfield and State of Pennsylvania, bounded and described as
follows:

BEGINNING at a post; thence by lands now or formerly of Mrs. Nancy Duff,
North 74° West 40 perches to a post; thence North 26° West 9 perches to
a post, by lands now or formerly of Mrs. Sarah E. Campbell; thence South
86 ½° East 41 perches to a post; thence by lands now or formerly of Sarah
E. Campbell, South 20° West 19 perches to a post and place of beginning.
Containing three acres and 87 perches, strict measure.

Plaintiff

JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 04-1409-CD

: TYPE OF DOCUMENT:
:
:
: AFFIDAVIT OF SERVICE

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE
: SUPREME COURT I.D. #3180C
: KAMINSKY, THOMAS, WHARTON
: & LOVETTE
: 360 STONYCREEK STREET
: JOHNSTOWN, PA 15901
: TELEPHONE: (814) 535-6756

FILED
01/11/19
MAY 04 2005
William A. Srav,
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 04-1409-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff

vs.

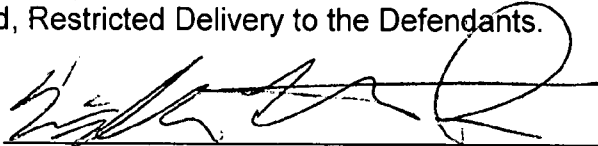
JOHN D. WEBSTER and
SUSAN J. WEBSTER,

Defendants

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CAMBRIA :

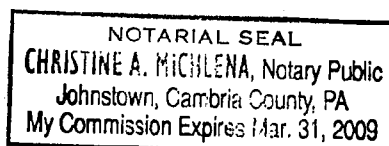
Personally appeared before me, a Notary Public in and for the above County and State, **WILLIAM L. STEPHENS, JR., ESQUIRE**, who being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff, First National Bank of PA, in the above captioned matter and that he forwarded to all individuals and entities listed on the Rule 3129.1 Affidavit an appropriate Notice advising them of the Sheriff's Sale relative to this matter. Attached to this Affidavit is evidence of said service as follows: By Certified Mail, Return Receipt Requested, postage prepaid to each of the listed creditors, and by Certified Mail, Return Receipt Requested, Restricted Delivery to the Defendants.



William L. Stephens, Jr.

Sworn to and subscribed
before me this 3rd day
of May, 2005.


Notary Public



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:

Susan J. (Webster) Brown
130 Garzoni Road
Punxsutawney, PA 15767

2. Article Number
(Transfer from service label)

7004 1168 0000 4957 5340

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Susan Brown*☐ Agent☐ Addressee

B. Received by (Printed Name)

Susan Brown

C. Date of Delivery

*4-4-05*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.

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:

John D. Webster
131 Baird Lane
Mahaffey, PA 15757

2. Article Number
(Transfer from service label)

7004 1168 0000 4957 5302

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John D Webster*☐ Agent☐ Addressee

B. Received by (Printed Name)

John D Webster

C. Date of Delivery

*4-2-05*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.

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:

Diane McMillen, Tax Collector
14 Island Road
Mahaffey, PA 15757

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
X *Diane McMillen*
B. Received by (Printed Name) C. Date of Delivery
Diane McMillen *4-2-05*
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

7004 1160 0000 4457 5326

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:

Purchase Line School District
Commodore, PA 15729

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
X *George S. Scott*
B. Received by (Printed Name) C. Date of Delivery
George S. Scott *4/1/05*
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

7004 1160 0000 4457 5319

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409-CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

JOHN D. WEBSTER and
SUSAN J. WEBSTER

AFFIDAVIT OF SERVICE

FILED

MAY 04 2005

William A. St. W.
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20089
NO: 04-1409-CD

PLAINTIFF: FIRST NATIONAL BANK OF PA, SUCCESSOR-IN-INTEREST VIA MERGER TO PROMISTAR BANK,
FORMERLY LAUREL BANK

vs.

DEFENDANT: JOHN D. WEBSTER AND SUSAN J. WEBSTER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/14/2005

LEVY TAKEN 04/07/2005 @ 10:19 AM

POSTED 04/07/2005 @ 10:19 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT \$5,350.68 PLUS COSTS

WRIT RETURNED 01/14/2006

DATE DEED FILED **NOT SOLD**

FILED

10:35 AM
JAN 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

04/25/2005 @ 4:05 PM SERVED SUSAN J. (WEBSTER) BROWN

JEFFERSON COUNTY SERVED SUSAN J. (WEBSTER) BROWN, DEFENDANT, AT 130 GARZONI ROAD, PUNXSUTAWNEY, BOROUGH OF DELANCEY, PENNSYLVANIA BY HANDING TO SUSAN J. BROWN

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.

04/20/2005 @ 10:05 AM SERVED JOHN D. WEBSTER

SERVED JOHN D. WEBSTER, DEFENDANT, AT HIS RESIDENCE RD #1, BOX 182 A/K/A 131 BAIRD LANE, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROSE STIVER, LIVE IN GIRLFRIEND/AAR

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.

@ SERVED

NOW, MAY 11, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE DEFENDANTS CURED THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20089
NO: 04-1409-CD

PLAINTIFF: FIRST NATIONAL BANK OF PA, SUCCESSOR-IN-INTEREST VIA MERGER TO PROMISTAR BANK,
FORMERLY LAUREL BANK

vs.

DEFENDANT: JOHN D. WEBSTER AND SUSAN J. WEBSTER



Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$338.91

SURCHARGE \$40.00 PAID BY ATTORNEY

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 PA, Successor-in-

Interest via merger to Promistar Bank
formerly Laurel Bank

Plaintiff(s)

vs.

John D. Webster and

Susan J. Webster

Defendant(s)

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

No. 04-1409-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)

R.D. #1, Box 182, Mahaffey, Bell Township, Clearfield County, PA 15757

Amount due \$ 35,799.52

Interest from 8-26-04 \$

(Costs to be added) TOTAL \$

Prothonotary costs 132.00

Dated 1/14/05

Received January 14, 2005 @ 3:00 P.M.
Chester A. Wankers
SEAL
By Cynthia Butler-Cuppenberg

Prothonotary

By:

RECEIVED WRIT THIS _____ day

No. U4-1403-CL

19 ____ F.D.

of _____ A.D., 19 ____
at _____ M.

Sheriff

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

First National Bank of PA, Successor-in-
Interest via merger to Promistar Bank
formerly Laurel Bank

vs.

John D. Webster and

Susan J. Webster

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	35,799	52
Interest from 8-26-04		
Prothonotary	132	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 PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. John D. Webster and Susan J. Webster

No. 04-1409-CD

Premises: R.D. #1, Box 182
Mahaffey, PA 15757

ALL that messuage, tenement or tract of land situate in the Township of Bell,
County of Clearfield and State of Pennsylvania, bounded and described as
follows:

BEGINNING at a post; thence by lands now or formerly of Mrs. Nancy Duff,
North 74° West 40 perches to a post; thence North 26° West 9 perches to
a post, by lands now or formerly of Mrs. Sarah E. Campbell; thence South
86 ½° East 41 perches to a post; thence by lands now or formerly of Sarah
E. Campbell, South 20° West 19 perches to a post and place of beginning.
Containing three acres and 87 perches, strict measure.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SUSAN J. (WEBSTER) BROWN

NO. 04-1409-CD

NOW, January 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, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of John D. Webster And Susan J. Webster to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$5,350.68 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	17.82
LEVY	15.00
MILEAGE	17.82
POSTING	15.00
CSDS	10.00
COMMISSION	107.01
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	17.82
ADD'L LEVY	
BID AMOUNT	5,350.68
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$338.91

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	35,799.52
INTEREST @	0.00
FROM 08/26/2004 TO	
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	\$35,839.52

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	338.91
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$470.91

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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20089

TERM & NO. 04-1409-CD

FIRST NATIONAL BANK OF PA, SUCCESSOR-IN-INTEREST VIA MERGER TO PROMISTAR BANK, FORMERLY LAUREL I

vs.

JOHN D. WEBSTER AND SUSAN J. WEBSTER

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: ASAP

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE
RETURN TO BE SENT TO THIS OFFICE**

SERVE: SUSAN J. (WEBSTER) BROWN

ADDRESS: 130 GARZONI ROAD
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, Friday, April 22, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409 C.D.

Personally appeared before me, Brian Henretta, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 25, 2005 at 4:05 o'clock P.M. served the Notice of Sale, Writ of Execution and a Copy of the Levy upon SUSAN J. (WEBSTER) BROWN, Defendant, at the address of 130 Garzoni Road, Punxsutawney, Borough of Delancey, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, one true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	35.82	Paid
Prothy:	2.00	
Total Costs:	37.82	
REFUNDED:	\$ 87.18	

So Answers,

Sworn and subscribed
to before me this

day of

By

28th
10 April 2005
Laura J. Stewart
My Commission Expires The
First Monday January 2006

Brian Henretta Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

FAX TRANSMISSION

KAMINSKY, THOMAS, WHARTON & LOVETTE

360 STONYCREEK STREET
JOHNSTOWN, PA 15901
814-535-6756
FAX: 814-535-6798

To: CYNTHIA BUTLER-
AUGHENBAUGH
SHERIFF'S OFFICE

Date: May 11, 2005

Fax #: 814-765-5915

Pages: 1, including this cover sheet.

From: DENVER E. WHARTON,
ESQUIRE

Subject: FIRST NATIONAL BANK OF PA, et al.
vs. JOHN D. AND SUSAN J. WEBSTER
NO. 04-1409-CD

COMMENTS:

PLEASE STAY THE SHERIFF'S SALE SCHEDULED FOR FRIDAY, JUNE 3, 2005, RELATIVE TO THE ABOVE CAPTIONED MATTER. THE DEFENDANTS HAVE PAID THE LOAN CURRENT. THE AMOUNT PAID TO FIRST NATIONAL BANK OF PA WAS \$5,350.68.

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

CONFIDENTIALITY NOTICE: THIS FACSIMILE CONTAINS CONFIDENTIAL INFORMATION WHICH MAY ALSO BE LEGALLY PRIVILEGED AND WHICH IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENCY RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS TRANSMITTAL, OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TRANSMITTAL, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ENTIRE FACSIMILE TO US AT THE ABOVE ADDRESS AT OUR COST VIA THE U.S. POSTAL SERVICE. THANK YOU.