

04-1409-CD  
FIRST NATIONAL BANK OF PA VS. JOHN D. WEBSTER, et al.

First Nation et al vs John Webster  
2004-1409-CD

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-C

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  
M 2:07 AM pd 85.00  
200 to 85  
SEP 10 2004

William A. Shaw  
Prothonotary

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

W. A. Shaw  
Deputy Prothonotary

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 :  
:

**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

**C O M P L A I N T**

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

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## 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
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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 .....

..... RD 1 BOX 182 ..... MAHAFFEY ..... Pennsylvania 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)

© 1985 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) Form SFMC-MTG-PA 3/15/95

(page 1 of 2)

SEARCHED	INDEXED	FILED

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*  
(Signature) JOHN D. WEBSTER

3/26/99  
(Date)

X..... *Susan J. Webster*  
(Signature) SUSAN J. WEBSTER

3/26/99  
(Date)

(Witness)

(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF ..... PENNSYLVANIA ..... COUNTY OF ..... } ss.  
(Individual) ' On this, the ..... 26TH day of MARCH, 1999 ..... before me NOTARY ..... , the undersigned 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.

My commission expires:

Notarial Seal  
(Seal)  
Lori A. Bennett, Notary Public  
Cambria Twp., Cambria County  
My Commission Expires Mar. 23, 2002

*Lori A. Bennett*  
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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO ''HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM'' EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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.)

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**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 9271

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.

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

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

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

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

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.)

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**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  
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.

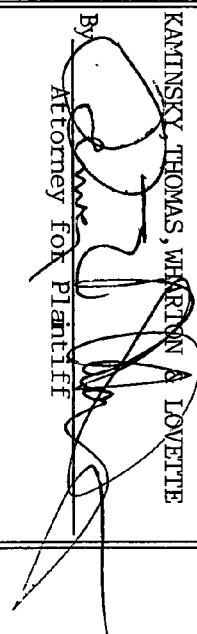
vs.

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

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 TO REINSTATE  
COMPLAINT

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

OCT 13 2004

013:001C

Prothonotary Clerk of Courts

NO CERT.

1 REINSTATE COMPLAINT

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.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket #** 16272

**04-1409-CD**

**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 FORECOSURE 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**

<b>Cost</b>	<b>Description</b>
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.

*10/18/04*  
*EOK*  
*OCT 18 2004*

**Sworn to Before Me This**

*18<sup>th</sup>* Day Of *Oct 18* 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 Mailey Hask*  
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 Reyna J. Sleist

My Commission Expires The  
First Monday January 2005

So Answers,

  
Thomas A. Denko  
JEFFERSON COUNTY, PENNSYLVANIA

Sheriff

## INDIANA COUNTY SHERIFF'S OFFICE

**PLAINTIFF** FIRST NATIONA **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  
JOHNSTOWN PA 15901 **# of services:** 1

**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 2004

*Loretta J. Wissinger*

NOTARIAL SEAL  
LORETTA J. WISSINGER, NOTARY PUBLIC  
INDIANA, INDIANA CO  
MY COMMISSION EXPIRES MARCH 6, 2006

*Robert E. Fyock*  
ROBERT E. FYOCK, SHERIFF  
BY: *Gary Wissinger*  
DEPUTY GARY WISSINGER

In The Court of Common Pleas of Clearfield County, Pennsylvania

FIRST NATIONAL BANK OF PA.

VS.

WEBSTER, JOHN D. & SUSAN J.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16272

04-1409-CD

**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.

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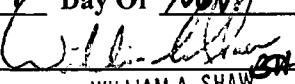
**Return Costs**

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  
0724131  
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 12<sup>th</sup>  
day of Nov 2004  
By Carl Gotwald

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 AM rec 20 00  
Notice of Non-Service  
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	:	

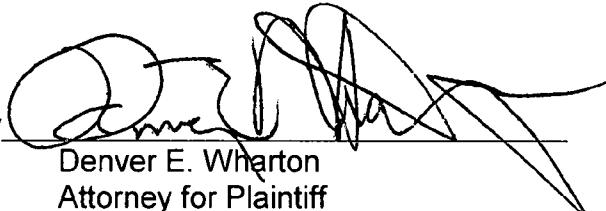
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

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

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 :  
:

**IMPORTANT NOTICE**

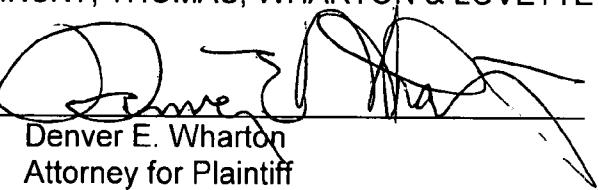
TO: John D. Webster  
131 Baird Lane  
Mahaffey, PA 15757

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

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 :  
:

**IMPORTANT NOTICE**

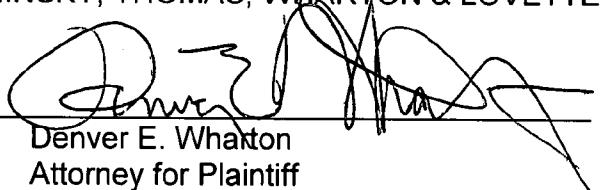
TO: Susan J. Webster  
130 Garzoni Road  
Punxsutawney, PA 15767

DATE: December 6, 2004

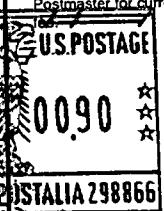
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUESTED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER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

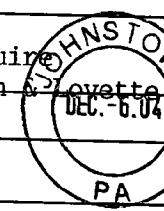
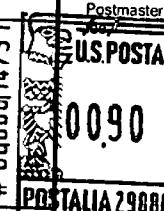
KAMINSKY, THOMAS, WHARTON & LOVETTE

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			
Received From: Denver E. Wharton, Esquire Kaminsky, Thomas, Wharton & Lovette 360 Stonycreek Street Johnstown, PA 15901		  # 0000014730 JOHNSTOWN PA DEC 6 2004 POSTALIA 298866	
One piece of ordinary mail addressed to: John D. Webster 131 Baird Lane Mahaffey, PA 15757			

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 Kaminsky, Thomas, Wharton & Lovette 360 Stonycreek Street Johnstown, PA 15901		  # 0000014731 JOHNSTOWN PA DEC 6 2004 POSTALIA 298866	
One piece of ordinary mail addressed to: Susan J. Webster 130 Garzoni Road Punxsutawney, PA 15767			

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 JUDGEMENT

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

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

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

Entry: \$20.00

Susan J. Webster

Defendant(s)

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

IN THE COURT OF COMMON PLEAS,  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 04-1409-CD Term, 19 E.D.  
No. \_\_\_\_\_ Term, 19 C.D.

Defendant(s)

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 *Atty pd*  
6P *M/23/05* \$20.00  
*JAN 14 2005* ICCQ

William A. Shaw *Leontis*  
Prothonotary/Clerk of Courts *to*  
*Shft*

Amount due \$ 35,799.52

Prothonotary costs 132.00

Interest from 8-26-04 \$       

(Costs to be added) TOTAL \$       

*KAMINSKY, THOMAS, WHARTON & LOVETTE*

By *Denver*

Attorney for Plaintiff(s)  
Denver E. Wharton

Dated January 12, 2005

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:**

(Practice, Writ and Copies)

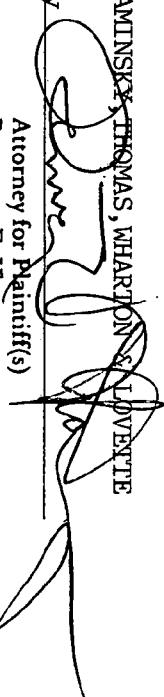
Use Attorney \_\_\_\_\_

Use Plaintiff \_\_\_\_\_

**Prothonotary costs \$132.00**

KAMINSKI, THOMAS, WHARTON & INVENTE

By

  
Denver E. Wharton  
Attorney for Plaintiff(s)

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 Praeclipe 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	Susan J. (Webster) Brown
131 Baird Lane	130 Garzoni Road
Mahaffey, PA 15757	Punxsutawney, PA 15767

2. Names and addresses of Defendants in the judgment:

John D. Webster	Susan J. (Webster) Brown
131 Baird Lane	130 Garzoni Road
Mahaffey, PA 15757	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

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 OWNERSHIP OR REPUTED OWNERSHIP**

COMMONWEALTH OF PENNSYLVANIA :

ss. :

COUNTY OF CAMBRIA :

Personally appeared before me, a Notary Public in and for the above County and State, **DENVER E. WHARTON, ESQUIRE**, Attorney for the Plaintiff, First National Bank of PA, who being duly sworn according to law, deposes and says that the names and last known addresses of the owners or reputed owners or the Defendants in the judgment are:

John D. Webster  
131 Baird Lane  
Mahaffey, PA 15757

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

This affidavit is made in compliance to Rule 3129 as set forth by law.

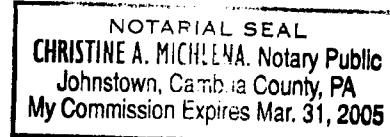


Denver E. Wharton

Sworn and subscribed to before me this 12th day of January, 2005.



Christine A. Michlena  
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 No. 04-1409-CD 19 E. D.  
Susan J. Webster No. \_\_\_\_\_ 19 C. D.  
\_\_\_\_\_  
\_\_\_\_\_

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)

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

*Willie A. Chan*

Prothonotary

SEAL

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

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

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

at \_\_\_\_\_ M.

Sheriff

No. U4-1409-56 19 E.D.  
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	50
Use Attorney .....		
Use Plaintiff .....		
Attorney's Comm. .....		
Satisfaction .....		
Sheriff .....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

Attorneys for Plaintiff(s)  
Denver E. Wharton

By 

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.

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

**Plaintiff**

vs.

JOHN D. WEBSTER and  
SUSAN J. WEBSTER,

## Defendants

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

; 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  
01/11/2005  
MAY 04 2005  
GK  
MOCC

William A. Strick  
Prothonotary/Clerk of Court

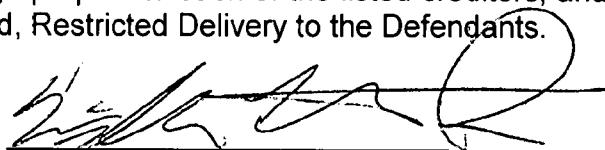
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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 :  
:

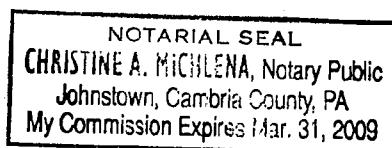
Personally appeared before me, a Notary Public in and for the above County and State, **WILLIAM L. STEPHENS, JR., ESQUIRE**, who being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff, First National Bank of PA, in the above captioned matter and that he forwarded 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.

Christine J. Michlena  
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)

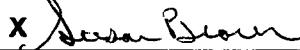
Domestic Return Receipt

7004 1160 0000 4957 5340

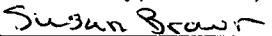
102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

 Agent  
 Addressee

## B. Received by (Printed Name)



## 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

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

John D. Webster  
131 Baird Lane  
Mahaffey, PA 15757

## 2. Article Number

(Transfer from service label)

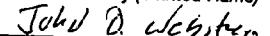
7004 1160 0000 4957 5302

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

 Agent  
 Addressee

## B. Received by (Printed Name)



## 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

PS Form 3811, February 2004

Domestic Return Receipt

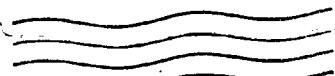
102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

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**

**X** Diane McMillen

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

Diane McMillen 4-2-05

**C. Date of Delivery****D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:  No

**3. Service Type**

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

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

7004 1160 0000 4957 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**

**X** George S. Scott

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

George S. Scott 4/11/05

**C. Date of Delivery****D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:  No

**3. Service Type**

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

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

7004 1160 0000 4957 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. Stew  
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 Hawkins*  
In Compliance Better-August 2004  
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

vs.  
John D. Webster and  
Susan J. Webster

Plaintiff(s)

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

No. 04-1409-CD

19 E. D.

No.

19 C. D.

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)

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.

Chesley A. Walker

SEAL

By: *Amber Butler-Aylenbaugh*

Prothonotary

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

No. U4-1409-111 19 \_\_\_\_\_ F.D.

of \_\_\_\_\_ A.D., 19 \_\_\_\_\_. No. 19 C.D.

at \_\_\_\_\_ M.

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	50
Use Attorney.....		
Use Plaintiff.....		
Attorney's Comm. ....		
Satisfaction.....		
Sheriff.....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

By DeWitt  
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 1/2° 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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$338.91</b>

**DEED COSTS:**

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

**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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$35,839.52</b>
<b>COSTS:</b>	
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	
<b>TOTAL COSTS</b>	<b>\$470.91</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

## 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 E

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

28th  
April 2005

By

Susanne J. Lewis

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.