

04-1482-CD
PNC BANK, NATIONAL ASSOCIATION
vs. PHILLIP C. BROWN, et al.

PNC Bank vs Phillip Brown et al
2004-1482-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20097
NO: 04-1482-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: PHILLIP C. BROWN AND KELLY A. BROWN A/K/A KELLY A. BARONE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/26/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 04/15/2005

DATE DEED FILED NOT SOLD

FILED *GR*
01/11/316 Bed
APR 18 2005
NO CC

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED PHILLIP C. BROWN
NOT SERVED

@ SERVED KELLY A. BROWN A/K/A KELLY A. BARONE
NOT SERVED

@ SERVED

NOW, MARCH 10, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S
SALE THE PLAINTIFF CURED HIS DEBT. SALE JUST DOCKETED NOT SET.

@ SERVED

NOW, APRIL 15, 2005 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS.
PLAINTIFF'S ATTORNEY STAYED THE SALE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20097
NO: 04-1482-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: PHILLIP C. BROWN AND KELLY A. BROWN A/K/A KELLY A. BARONE

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$15.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


by Amitha Bitter-Dehenly
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

PNC Bank, National Association

Vs.

NO.: 2004-01482-CD

Phillip C. Brown and
Kelly A. Brown a/k/a
Kelly A. Barone

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from PHILLIP C. BROWN and KELLY A. BROWN a/k/a Kelly A. Barone, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Descriptions
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$15,871.15
INTEREST from 11/17/04 through
2/28/05 at \$4.2047 per diem:.....\$437.29
FORECLOSURE FEES:.....\$1,519.85
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 01/26/2005

PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES (\$20.00/mo.
from 12/05 to 2/05):.....\$60.00
OTHER COSTS: \$
LESS PAYMENTS MADE:...(-\$950.00)



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 26th day
of January A.D. 2005
At 8:00 A.M./P.M.

Chesler A. Haubens
Sheriff by Cynthia Butter-Augdenay

Requesting Party: Brett A. Solomon, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,)	CIVIL DIVISION
)	
Plaintiff,)	No. 04-1482-CD
)	
vs.)	
)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL those two certain pieces or lots of land situate and lying in the John W. Alexander Addition to the Village of Maders, Bigler Township, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on Spruce Street at corner of Lots Nos. 40 and 41; thence along said lots north (on division line) one hundred fifty (150) feet to alley; thence along said alley in a westerly direction one hundred (100) feet to Second Street; thence along said street south one hundred fifty (150) feet to corner of Lot 42 on Spruce Street; thence along Spruce Street east one hundred (100) feet to corner of Lots Nos. 40 and 41, and the place of beginning, and known in the plot of lots in the John W. Alexander Addition to the Village of Madera as Lots No. 41 and 42 respectively.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

HAVING ERECTED THEREON a dwelling known as 2nd and Spruce Streets, Madera, Pennsylvania 16661.

BEING the same premises conveyed to Phillip C. Brown, single, and Kelly Barone, single, from Julia Nowak, Attorney in Fact for Fredora Mariani, widow, by Deed dated May 28, 1997, said Deed being recorded at Clearfield County May 30, 1997 in Deed Book Volume 1845, Page 340.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 103-K14-486-36.



Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,)	CIVIL DIVISION
)	
)	No. 04-1482-CD
Plaintiff,)	
)	
vs.)	
)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF PHILLIP C. BROWN
AND KELLY A. BROWN A/K/A KELLY A. BARONE, OF, IN AND TO THE
FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
TOWNSHIP FO BIGLER, BEING MORE FULLY DESCRIBED AT DBV 1845,
PAGE 340.

HAVING ERECTED THEREON A DWELLING KNOWN AS 2ND AND SPRUCE
STREETS, MADERA, PA 16661.

TAX PARCEL I.D. NO. 103-K14-486-36.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME PHILLIP C. BROWN NO. 04-1482-CD

NOW, April 18, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Phillip C. Brown And Kelly A. Brown A/K/A Kelly A. Barone 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 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	
MILEAGE		INTEREST @	0.00
LEVY		FROM TO	
MILEAGE POSTING		PROTH SATISFACTION	
CSDS		LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE		FORECLOSURE FEES	
HANDBILLS		ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	40.00
ADD'L SERVICE		SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID AMOUNT		TOTAL DEBT AND INTEREST	\$40.00
RETURNS/DEPUTIZE			
COPIES			
 BILLING/PHONE/FAX		COSTS:	
CONTINUED SALES		ADVERTISING	0.00
MISCELLANEOUS		TAXES - COLLECTOR	
 TOTAL SHERIFF COSTS	\$15.00	TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
 DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	15.00
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	
 TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		 TOTAL COSTS	\$15.00

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

1500 One PPG Place • Pittsburgh, PA 15222 • p. 412.566.1212 • f. 412.594.5619 • www.tuckerlaw.com
111 N. Front Street • P.O. Box 889 • Harrisburg, PA 17108 • p. 717.234.4121 • f. 717.232.6802

March 10, 2005

Office of the Sheriff of Clearfield County
Attn: Real Estate Department
1 North Second Street, Suite 116
Clearfield, PA 16830

**Re: PNC Bank, National Association vs. Phillip and Kelly Brown
Case No. 04-1482-CD**

Dear Sheriff:

Our office represents PNC Bank, National Association the Plaintiff in the above captioned matter. Pursuant to our telephone conversation, this letter shall serve to memorialize our request to stay the sheriff sale in the above captioned matter.

Our client has realized \$3,081.77 in relation to this writ.

Thank you for your assistance and cooperation in this matter. If you have any questions or need anything further from our office, please do not hesitate to give me a call at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.



Michael C. Mazack
Paralegal

MCM:tse

Enclosures

BF 243716

FILED

APR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

Case No. 04-1482-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

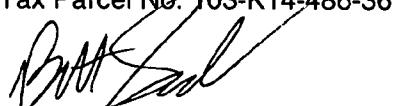
Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

I hereby verify that the property to be
foreclosed upon is:

2nd and Spruce Streets
Madera, Pennsylvania 16661
Bigler Township
Tax Parcel No. 103-K14-486-36



Brett A. Solomon, Esquire
Attorney for Plaintiff

FILED
m 10.41 2004
SEP 28 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendants.)

IMPORTANT NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY
LAWYER REFERRAL SERVICE
P.O. BOX 186
100 SOUTH STREET
HARRISBURG, PA 17108
1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
Plaintiff,) No. _____
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW COMES the Plaintiff, PNC Bank, National Association, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.
2. Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone ("Borrowers") are adult individuals whose last known address is 310 Spruce Streets, Madera, Pennsylvania 16661.
3. On or about May 18, 2000, Borrowers executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$18,025.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated May 18, 2000 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in Bigler Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Mortgage Book Volume 2000, page 7394. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and the Mortgage for failure to make payments when due. The Note is due from May 28, 2004 and as of August 11, 2004 was past due in the amount of \$658.11.

6. The Borrowers are the real and record owners of the Premises.

7. There has been no assignment, release or transfer of the Note or the Mortgage.

8. On or about June 4, 2004, Bank sent Borrowers written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Borrowers are attached hereto as Exhibit "C" and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of August 11, 2004 is as follows:

Principal.....	\$ 14,329.07
Interest through August 11, 2004.....	256.66
(Continuing Thereafter at \$4.2047 per diem)	
Late Fees	80.00
Costs	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	 \$ 14,665.73

10. The total amount now due to the Bank under the Note and Mortgage as of August 11, 2004 was Fourteen Thousand Six Hundred Sixty-Five and 73/100 Dollars (\$14,665.73), plus interest accruing from August 11, 2004 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Fourteen Thousand Six Hundred Sixty-Five and 73/100 Dollars (\$14,665.73), plus continuing interest at the contract rate from August 11, 2004, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
 Pa. I.D. No. 83746
 1500 One PPG Place
 Pittsburgh, Pennsylvania 15222
 (412) 566-1212
 Attorneys for PNC Bank, National
 Association, Plaintiff

BANK_FIN:231800-1

VERIFICATION

I, Darnella Ganaway, Attorney Relations Manager and duly authorized representative of PNC Bank, National Association, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

By: 

Name: Darnella Ganaway

Title: Attorney Relations Manager

PNC Bank, National Association

BANK_FIN:231800-1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

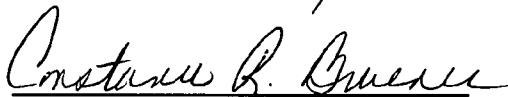
I, Darnella Ganaway, Attorney Relations Manager, PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

Sworn to and subscribed before me

this 21st day of September 2004.



Constance R. Bruener

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Constance R. Bruener, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Feb. 4, 2008

My Commission Expires

BANK_FIN:231800-1

Member, Pennsylvania Association Of Notaries

EXHIBIT
"A"

Direct Installment Loan Disclosure and Note

Borrower:
PHILIP C BROWN
KELLY BROWNLender:
PNC Bank National Association

PNCBANK

Date:
5/18/2000

Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of the Borrower's credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost the Borrower.	Amount Financed The amount of credit provided to the Borrower or on the Borrower's behalf.	Total of Payments The amount the Borrower will have paid after Borrower has made all payments as scheduled.
10.747 %	\$ 11,537.40	\$ 18,075.00	\$ 29,612.40

The Borrower's Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	\$ 148.77	Monthly, beginning 5/18/2000

e means an estimate

Security: Lender is getting a security interest in deposits or property held by Lender, and:

None. Goods or property, being purchased
 Real Estate. None

In addition, collateral other than Borrower's principal residence securing other obligations to Lender may also secure this Note.

Security Interest Charges:

None. Filing fees \$ 0.

Variable Rate Not Applicable.

The Annual Percentage Rate may increase if the Prime Rate published in The Wall Street Journal increases. The rate will not increase more often than once a month. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 15%. An increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or:

the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 48 monthly payments of \$270.76, and the rate increased to 13.12% after 12 payments, increased to 15.12% after the next 12 payments, and then remained the same for the term of the loan, you would be required to pay one additional payment of \$254.55.

the amount of the payments to change. The amount of the payments may increase even for years. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 72 monthly payments of \$203.35, and the rate increased to 13.12% after 12 payments increased to 15.12% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$227.12 for the 48th through the 72nd payments.

If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.0000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

See your contract documents for any additional information about nonpayment, defaults, and required repayment in full before the scheduled date and prepayments, refunds and penalties.

Itemization of Amount Financed	
Amount Financed	
<input type="checkbox"/> See Settlement Statement	
(1) Amount given directly to Borrower	
<input type="checkbox"/> See Settlement Statement	
(2) Amount paid on Borrower's account	
<input type="checkbox"/> S	
(3) Amount retained by Lender for	
<input type="checkbox"/> S	
See Settlement Statement	
(4) Amount paid to others on Borrower's behalf:	
<input type="checkbox"/> a) to public officials	
<input type="checkbox"/> S See Settlement Statement	
(b) for credit insurance	
<input type="checkbox"/> S	
(c) to	
<input type="checkbox"/> S	
(d) to	
<input type="checkbox"/> S	
(e) to	
<input type="checkbox"/> S	
(f) to	
<input type="checkbox"/> S	
(g) to	
<input type="checkbox"/> S	
(h) to	
<input type="checkbox"/> S	
(i) to	
<input type="checkbox"/> S	
Prepaid Finance Charge	
<input type="checkbox"/> S	
Itemization of Amounts paid by Borrower at the time the loan is made:	
(1) <input type="checkbox"/> S See Settlement Statement	
(2) <input type="checkbox"/> S	
(3) <input type="checkbox"/> S	

Credit Insurance Is Not Required. Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless Borrower signs below and agrees to pay the additional cost. Insurance may be purchased on the life of one or two Borrowers. Credit Disability Insurance may be purchased on only one Borrower. If obtained through Lender, the cost of the insurance for the original term of the credit is stated below. Lender may receive financial benefits from the Borrower's purchase of insurance. "Borrower" who is insured may not be a Co-Maker.

I want Single Credit Life Insurance which costs \$

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

Signature of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance.

Signature of Borrower

Notice to Borrower(s): The maximum amount of coverage which insured Borrower(s) will receive is set forth in the certificate or policy, as applicable.

Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	96

Direct Installment Loan Disclosure and Note

Borrower:
PHILLIP C BROWN
KELLY BROWNLender:
PNC Bank National AssociationDate:
5/18/2000

Direct Installment Loan Note

1. Definitions. In this Note, the word "Borrower" means each and all of those who sign this Note and each and all of those who endorse the check which disburses the "Amount given directly to Borrower."

The word "Lender" means PNC Bank National Association or any person to whom this Note has been transferred.

2. Borrower's Promise to Pay. To repay this loan, Borrower promises to pay to Lender \$ 18,075.00, with interest on the unpaid balance from the date funds are advanced until paid in full. Interest shall be paid at the rate per annum of 10.740 %. Borrower promises to make payments in accordance with the payment schedule stated in this Note. Borrower promises to pay to Lender all other amounts which may become due under the terms of this Note, including, if applicable, Late Charges and Costs of Collection. Borrower agrees to make payments at the place designated by Lender. Borrower may also be required to pay to Lender certain other charges before Lender will give any money to Borrower. These charges, if any, are stated on page one in "Itemization of Amounts paid by Borrower at the time the loan is made" and/or in the Settlement Statement.

3. Payment Schedule. Borrower agrees to pay to Lender the amounts due under this Note:

in uninterrupted monthly payments: 119 payments of \$ 246.77 and a final payment, which will be billed by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 6/28/2000. Payments will continue until all amounts due are paid.

in uninterrupted monthly payments, except for the months shown: payments of \$ and a final payment, which will be billed by the Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on PROVIDED, HOWEVER, that no payments shall be due during the months of or each year.

in a single payment of \$ plus accrued interest and all other amounts due on.

In addition, prior to the month of the first scheduled payment as stated above, interest shall be payable monthly on the unpaid balance and shall be due on the same day of the month as the later payments.

The date that the final payment is scheduled in this paragraph to be due is called the "Maturity Date" of this Note.

4. Variable Rate. Not Applicable. The interest rate on this Note may change based on changes in the Interest Rate Index ("Index"). The rate will be determined by adding a "Margin" to the Index. The Index may change from time to time, the Margin will remain the same for the term of the loan. The interest rate stated in "Borrower's Promise to Pay" is the "Base Rate." The Base Rate was computed by adding the Margin to the original Index, and then, if Borrower is participating in the automatic payment plan, subtracting the amount of the Automatic Payment Plan Discount. Interest rate adjustments are computed by adding the Margin to the current Index at the time of the adjustment (subject to the limitations described below) and then, if Borrower is participating in the automatic payment plan, subtracting the amount of the Automatic Payment Plan Discount. The interest rate on this loan may be adjusted monthly, on the first calendar day of each calendar month, beginning in the month after the funds are advanced. The Index is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal for the last day of the preceding calendar month which is reported. If the Index, or the information on which it is based, shall cease to be available, Lender shall select a new Index which, in Lender's sole opinion, upon a reasonable basis, is comparable to the Index. The annual interest rate will not increase or decrease more than one percentage point in any one calendar month, and will not increase or decrease more than five percentage points during the term of the loan, due to changes in the Index. (A change caused by termination of Borrower's participation in the automatic payment plan is not subject to the limitations set forth in the previous sentence.) The annual interest rate will not exceed 18%.

5. Automatic Payment Plan. Not Applicable. Borrower authorizes Lender to deduct the payments on this loan from Borrower's deposit account number on each scheduled payment due date. The interest rate on this loan may increase by percentage points ("Automatic Payment Plan Discount") if participation in the automatic payment plan is discontinued for any reason, including: (a) if any Borrower chooses to terminate participation; (b) if the deposit account identified above is closed; or (c) if there are not sufficient funds in the account to make the full monthly payment on three payment dates.

6. Monthly Payment Changes.

The payment amounts will not change over the term of the loan except as stated in the "Payment Schedule."

The payment amounts may increase if Borrower terminates participation in the automatic payment plan. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due.

Changes in the interest rate may cause the number of payments to change and/or the amount of the final payment to change. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

Changes in the interest rate may cause the number of payments to change and/or the amount of the payments to increase; the first change in the payment amount may occur on a date 48 months after the due date of the first monthly payment; subsequent changes, if applicable, will occur every 48 months thereafter. Not more than 45 days, but not less than 25 days, before the date of each payment change, Lender will calculate the new payment amount. The payment amount may increase but will not decrease, except for the final payment. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

7. Computing Interest. Interest is charged on a daily basis, according to the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the annual interest rate in effect on that day divided by the number of days in that calendar year. Borrower agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge); early payments will result in less interest being charged. If the interest rate on this Note will not change because of changes in the Index (see the "Variable Rate" section), early and late payments will cause the amount of the final payment to change. If the interest rate on this Note can change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the number of payments due, the amount of the payments (if the amount of the payments is subject to change every 48 months) and/or the amount of the final payment to change.

8. Application of Payments. Lender will apply payments in the following order of priority: interest, late charges, fees, and then principal. All regular payments will be applied to the satisfaction of scheduled payments in the order in which they become due.

9. Late Charge. Not Applicable. Borrower agrees that Lender may assess a late charge for any payment not paid in full within 15 days of its due date. The late charge will be the greater of \$20.00 or 5% of the total amount of the payment which was not paid in full. No late charge will be due, however, if the reason that the payment is late is either: (a) attributable to a late charge assessed on a prior payment; or (b) because, after default by Borrower, the entire outstanding balance on this Note is due. No more than one late charge will be imposed for any single scheduled payment.

10. Return Check Fee. Borrower agrees that Lender may assess a fee of \$20.00 if Borrower makes a payment with a check that is returned by the drawee for "not sufficient funds" in the account on which the check is written.

11. Waiver by Lender. If Borrower has made or makes in the future another loan agreement with Lender, Lender might obtain a security interest in the principal dwelling of Borrower or someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of Borrower with Lender. Lender waives (gives up) any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note.

12. Interest After Maturity and Judgment. Unless prohibited by applicable law, interest at the rate provided on this Note shall continue to accrue on the unpaid balance until paid in full, even after (whether by acceleration or otherwise) maturity, and/or Borrower becomes a debtor in an action filed under the Bankruptcy Code and/or if judgment is entered against Borrower for the amounts due. If at any time interest as provided for in this paragraph is not permitted by law, interest shall, in that event and at that time, accrue at the highest rate allowed by applicable law. If the interest rate on this Note can change, the interest rate which will apply beginning on the date a lawsuit is filed by Lender shall be the interest rate in effect on that date or the interest rate stated in the "Borrower's Promise to Pay," whichever is less.

13. Default. (As used in this paragraph, the term "Borrower" excludes Borrowers, Co-Makers, Guarantors, sureties, and any owners of property which is security for this Note.) Borrower will be in default:

- (a) if Borrower does not make any payment before or on the date it is due;
- (b) if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender;
- (c) if anyone who signs the security agreement or a mortgage securing this Note breaks any promise made in the security agreement or mortgage, including but not limited to the promise not to sell, give away or transfer title to the property which is the subject of the mortgage or security interest;
- (d) if any property in which Lender has obtained a security interest to secure this Note is lost, stolen (and not recovered within a reasonable time) or destroyed;
- (e) if Lender has made any untrue statement or misrepresentation in the credit application or any other certificate or document given or made for this loan;
- (f) upon the death of Borrower or any one of them, if there is more than one;
- (g) if Borrower provides Lender with false information or forged signatures at any time; or
- (h) if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent;
- (i) if Lender in good faith believes that the prospect of Borrower's paying this Note is impaired.

If Borrower is in default, the entire outstanding balance on this Note shall be immediately due, at the option of the Lender. This will happen without any prior notice to Borrower, or right to cure, except as may be required by law.

Borrower will also be in default:

- (j) if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due;
- (k) if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession;
- (l) if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or
- (m) if Borrower makes an assignment for the benefit of creditors, or any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation or other legal or equitable proceedings are instituted by or against Borrower; or
- (n) if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

If any event described in (j), (k), (l), (m) or (n) happens, the entire outstanding balance on this Note shall be immediately due without any prior notice to Borrower, or right to cure, except as may be required by law.

A default by Borrower on the Note is a default on every other note, loan or agreement of Borrower with Lender.

Direct Installment Loan Disclosure and Note

Borrower:

PHILLIP C BROWN
KELLY BROWN

Lender:

PNC Bank National Association

PNCBANK

Date:

5/18/2000

Direct Installment Loan Note - continued

14. General Waiver Provisions. Borrower waives presentment for payment, demand, protest, notice of protest, demands and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower further waives the right to require the original or a copy of this Note to be delivered to Lender.

15. Delay in Enforcement. Lender can delay enforcing any rights under the Note without losing any rights. Lender's failure to enforce any right under the Note shall not act as a waiver of that right or preclude the exercise of that right at the event of a future occurrence of the same event. Lender can, also, extend the time allowed for making payments, and such extension shall not affect the obligations of any Borrower, whether or not that Borrower is given notice of the extension.

16. Release of Some Borrowers or Some Security. If there is more than one Borrower, each agrees to remain bound by this Note, although Lender may release any other Borrower or release or substitute any property which is security for the repayment of this Note. Borrower waives all defenses based on suretyship and enforcement of collateral or security.

17. Security Interest Charges. Borrower agrees to pay any recording, filing, satisfaction and encumbrance fees which may be charged. The charges are to repay Lender for the fees paid to public officials to protect, continue, or release any security interest given in the security agreement or mortgage.

18. Prepayment. Borrower may prepay in full or in part the amount owed on this Note at any time without penalty. If Borrower prepays the loan in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid.

19. If Lender Obtains a Security Interest to Secure Borrower's Payment of this Note. Borrower Makes the Following Additional Promises to Lender:

(a) If property insurance is required by a mortgage and/or security agreement securing the repayment of this Note and/or if flood insurance is required by federal law, BORROWER MAY OBTAIN THE INSURANCE FROM ANYONE OF BORROWER'S CHOICE subject to Lender's reasonable approval. If flood insurance is required, Borrower has been separately notified. The property insurance must cover loss of or damage to the collateral and must be in an amount sufficient to protect Lender's interests; flood insurance must be of the type and in the amount required by federal law.

(b) Borrower agrees to provide Lender evidence of required insurance. All policies must name Lender as a loss payee/secondary party and must provide for at least 10 days written notice to Lender of reduction in coverage or cancellation.

(c) If Borrower fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Lender, Lender may notify Borrower that Borrower should purchase the required insurance at Borrower's expense. If Borrower fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Lender, Lender may purchase insurance to protect Lender's interest to the extent permitted by applicable law, and charge Borrower the cost of the premiums and any other amounts Lender incurs in purchasing the insurance. THIS INSURANCE LENDER PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE BORROWER COULD PURCHASE OTHERWISE. Upon demand, Borrower promises to pay Lender the cost of insurance purchased and other amounts incurred by Lender. Borrower agrees that Lender may, if permitted by applicable law, add the cost of the insurance to the amounts on which interest is charged at the rate provided in this Note. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Lender. This agency will receive a fee for providing the required insurance. In addition, an attorney may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

(d) To pay all taxes due on the collateral. If Borrower does not pay the taxes, Lender has the option to pay the taxes. Upon demand, Borrower promises promptly to repay to Lender any amounts paid by Lender for taxes.

(e) If Lender gets a security interest in stock or securities, the value of the collateral may become insufficient to protect Lender. If that happens, Borrower agrees to deliver to Lender additional collateral which Lender believes will be enough to protect Lender.

(f) To allow Lender the right to inspect the collateral at any reasonable time, and to maintain the collateral in good condition and repair, reasonable wear and tear excepted.

(g) If amounts are advanced by Lender under the Note for taxes and/or insurance, Lender may, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in substantially equal installments no less than the due date stated in the payment schedule and.

(h) Borrower's promises made and Lender's rights set forth in this section shall not merge with any judgment in any legal action, and shall stand until all amounts owed are paid in full.

20. Lender May Sign Borrower's Name to Insurance Checks. Borrower gives Lender the right to sign Borrower's name on any check or draft from an insurance company. This is limited to a check or draft in payment of returned premiums or benefits under credit life insurance or credit disability insurance, insurance covering property which is security for the loan or flood insurance. This means that Borrower appoints Lender as attorney in fact for Borrower with the full power to endorse checks or drafts.

21. Costs of Collection. If Lender files suit or takes action to collect this loan or protect the collateral or the Lender's security interest in it, Borrower agrees to pay Lender's costs and expenses to do so. If Lender is permitted by applicable law to recover Borrower to pay these costs. Unless such action is taken in Court, this shall include reasonable attorney's fees and expenses to the maximum amount permitted by applicable law.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Lender can collect this debt from you without first trying to collect from the Borrower. The Lender can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

**EXHIBIT
"B"**

OLNACS Number

84

PNCBAN

45-1-2014 S79-150
Mortgage
(Closed-End)

THIS MORTGAGE is made on 5/18/2000. The Mortgagor is PHILIP C. BROWN & KELLY A. BARONE, aka Kelly A. Brown

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagor is PNC Bank National Association.

The word "Borrower" means PHILIP C BROWN, KELLY BROWN.

If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagor the sum of Eighteen Thousand and Seventy-five Dollars

(U.S. \$18,075.00). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 5/18/2000.

This Mortgage secures to Mortgagor: (a) the repayment of the debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagor's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and repayment of the debt evidenced by any note or agreement which was refinanced by the Note, to the extent that such debt is owed to Mortgagor and has not been paid. For purposes, Mortgagor does hereby mortgage, grant and convey to Mortgagor the following described property, together with all improvements now or hereafter erected, easements, rights and appurtenances thereon, located at and known as:

2ND & SPRUCE

MADERA

PA

18881-0000

CLEARFIELD

Recording Date of Original Deed

5/28/1997

Deed Book Number

1845

Page Number

349

Twp. of Bigler

TAX 103. K14 - 0186-36

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagor, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagor debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagor that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands and encumbrances now recorded.

Covenants. Mortgagor promises and agrees as follows:

(i) Mortgagor will maintain the Property in good order and repair; (ii) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (iii) If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record; (iv) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (v) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied against the Property when due and, upon Mortgagor's request, will deliver to the Mortgagor receipts showing the payment of such charges; (vi) While any part of the debt secured by this Mortgage remains unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover all or damage to the Property and must be in an amount sufficient to protect Mortgagor's interest; flood insurance must be of the type and in the amount required by federal law; (vii) Mortgagor agrees to provide Mortgagor evidence of required insurance. All policies must name Mortgagor as a loss payee/secondary party and must provide for at least 10 days notice to Mortgagor of reduction in coverage or cancellation. Mortgagor gives Mortgagor the right to sign Mortgagor's name on any check or draft from an insurance company and apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property; (viii) Mortgagor is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property; (ix) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagor, Mortgagor may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagor, Mortgagor may purchase insurance to protect Mortgagor's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagor incurs in purchasing the insurance. THE INSURANCE MORTGAGOR PURCHASES BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagor may receive recompensation for the services which Mortgagor provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagor. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagor may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (x) Any interest payable to Mortgagor after a judgment is entered or on amounts advanced shall be at the rate provided for in the Note; (xi) Mortgagor may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of inspection; (xii) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; and (xiii) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each of them are bound individually and together. The covenants made in this section and Mortgagor's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

Default. Mortgagor will be in default under this Mortgage: (a) if there is a defect under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed or condemned by federal, state or local government.

Mortgagor's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagor may, at its option, after notice required by law, if any, due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagor so declares such entire balance due and payable, Mortgagor may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagor, Mortgagor takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagor all expenses and costs of such action, if permitted by law, reasonable attorneys' fees to the maximum extent permitted by law.

Remedies Cumulative. If any circumstance exists which would permit Mortgagor to accelerate the balance, Mortgagor may take such action at any time during which such circumstance continues to exist. Mortgagor's remedies under this Mortgage shall be cumulative and not alternative.

Delay in Enforcement. Mortgagor can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any waiver by Mortgagor of any of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagor may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Witness

Witness

EFORM116323-1188

Mortgagor

Mortgagor

Philip Brown

Kelly A. Brown aka Kellye

09/13/2004 12:1

EXHIBIT
"C"



Date of this Notice: January 29, 2004

PHILLIP C BROWN
2ND & SPRUCE
MADERA, PA 16661

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 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 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.

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HOMEOWNER'S NAME: PHILLIP C BROWN / KELLY BROWN
PROPERTY ADDRESS: 2ND & SPRUCE, MADERA, PA 16661
LOAN ACCT. NO.: 045-01-8014574150
ORIGINAL LENDER: PNC
CURRENT LENDER/SERVICER: PNC Bank, NA



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 Program Application with one of the designated consumer 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:
2ND & SPRUCE, MADERA, PA 16661

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$246.77 for each of the months from November 2003 through January 2004.

Other charges (explain/itemize): Late Charges for \$40.00

TOTAL AMOUNT PAST DUE: \$694.49

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 \$694.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PWLC-02-I, Pittsburgh, PA 15222

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 mortgage 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 actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.

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

A Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 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 six 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: PNC Bank, NA

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: PS-PWLC-02-I, Pittsburgh, PA 15222

Phone Number: (412) 762-1214 or 1-800-878-0027

Contact Person: Lori Shelton

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.

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- 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.

Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Date of this Notice: January 29, 2004

PHILLIP C BROWN
PO BOX 359
MADERA, PA 16661

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HOMEOWNER'S NAME: PHILLIP C BROWN / KELLY BROWN
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LOAN ACCT. NO.: 045-01-8014574150
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Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Date of this Notice: January 29, 2004

KELLY BROWN
2ND & SPRUCE
MADERA, PA 16661

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HOMEOWNER'S NAME: KELLY BROWN
PROPERTY ADDRESS: 2ND & SPRUCE, MADERA, PA 16661
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ORIGINAL LENDER:
CURRENT LENDER/SERVICER:



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 Program Application with one of the designated consumer 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:
2ND & SPRUCE, MADERA, PA 16661

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$246.77 for each of the months from November 2003 through LAS1.

Other charges (explain/itemize): Late Charges for \$40.00

TOTAL AMOUNT PAST DUE: \$694.49

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 \$694.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: PS-PWLC-02-I, Pittsburgh, PA 15222

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 mortgage 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 actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.

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

A Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 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 six 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: PNC Bank, NA

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PWLC-02-I, Pittsburgh, PA 15222

Phone Number: (412) 76 or 1-800-878-0027

Contact Person: Lori Shelton

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Date of this Notice: January 29, 2004

KELLY BROWN
PO BOX 359
MADERA, PA 16661

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 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 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: KELLY BROWN
PROPERTY ADDRESS: 2ND & SPRUCE, MADERA, PA 16661
LOAN ACCT. NO.: 045-01-8014574150
ORIGINAL LENDER:
CURRENT LENDER/SERVICER:



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PWLC-02-1, Pittsburgh, PA 15222

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A Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 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.

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Phone Number: (412) 76 or 1-800-878-0027

Contact Person: Lori Shelton

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Phillip Brown
2nd Spruce PO Box 359
Madera PA 16661

60 | 2.30

Kelly Brown
2nd Spruce PO Box 359
Madera PA 16661

60 | 2.30

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THE BOSTONIAN SOCIETY

858

A circular postmark from Pittsburgh, PA, dated June 4, 2004. The text "KILLEBREW" is handwritten in black ink above the date. The postmark is oriented vertically.

See Privacy Act Statement on Reverse

Clearfield County

Consumer Credit Counseling Service of Western PA, Inc
500-02 3rd Ave
PO Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana County Community Action Program
827 Water St
Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724) 465-5118

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

In The Court of Common Pleas of Clearfield County, Pennsylvania

PNC BANK, NATIONAL ASSOCIATION

VS.

BROWN, PHILLIP C. & KELLY A. BROWN a/k/a KELLY A. BARONE

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 16356

04-1482-CD

SHERIFF RETURNS

NOW OCTOBER 1, 2004 AT 11:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHILLIP C. BROWN, DEFENDANT AT RESIDENCE, 310 SPRUCE ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PHILLIP C. BROWN 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 OCTOBER 1, 2004 AT 11:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY A. BROWN a/k/a KELLY A. BARONE, DEFENDANT AT RESIDENCE, 310 SPRUCE ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PHILLIP BROWN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
39.75	SHERIFF HAWKINS PAID BY: ATTY CK# 265506
20.00	SURCHARGE PAID BY: ATTY CK# 265507

Sworn to Before Me This

1st Day Of November 2004
Willie L. Brown

So Answers,

Chester A. Hawkins
by Marlynn Hause
Chester A. Hawkins
Sheriff

CBK

NOV 01 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION

CIVIL DIVISION,

Plaintiff,
vs.

No. 04-1482-CD

PHILIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

PRAEICE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of Plaintiff,
PNC BANK, NATIONAL ASSOC.

Counsel of record for this party:

Brett A. Solomon, Esq.
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED
M 11/04 Ad 20-40
Sue to Dels
Sue to Dels
DEC 06 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$15,871.15 plus continuing interest at the contract rate of \$7.6985 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 14,665.73
Interest from 8/12/04 to 11/16/04 @ \$4.2047 per diem.....	\$ 407.86
Late Charges from August 2004 to November 2004.....	\$ 80.00
Attorney's fees and charges through 11/15/04.....	\$ 717.56
*TOTAL	\$ 15,871.15

* Interest, late charges, attorney's fees and charges and record costs of this proceeding will continue to accrue from the date of entry of judgment.

I hereby certify that the appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the date indicated on the Notices.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esq.
Attorney for plaintiff, PNC Bank, N.A.

Plaintiff : PNC Bank, . c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: Philip C. Brown, 310 Spruce Street, Madera, PA 16661.
Kelly A. Brown a/k/a Kelly A. Barone, 310 Spruce Street, Madera, PA 16661

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

TO: Philip C. Brown
310 Spruce Street
Madera, PA 16661

DATE OF NOTICE: November 4, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service
Pennsylvania bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire
Attorneys for PNC Bank, National Association,
Plaintiff

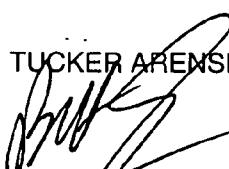
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Philip C. Brown, by depositing same in the United States Mail, first class postage prepaid, on the 4th Day of November, 2004 at the following address:

Philip C. Brown
310 Spruce Street
Madera, PA 16661

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

TO: Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

DATE OF NOTICE: November 4, 2004

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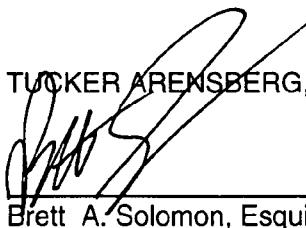
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TUCKER ARENSBERG, P.C.

By:

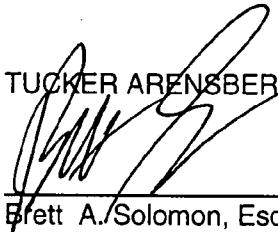

Brett A. Solomon, Esquire
Attorneys for PNC Bank, National Association,
Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Kelly A. Brown a/k/a Kelly A. Barone, by depositing same in the United States Mail, first class postage prepaid, on the 4th Day of November, 2004 at the following address:

Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

By:


TUCKER ARENSBERG, P.C.
Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
Plaintiff,)
vs.) No. 04-1482-CD
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendant.)

NOTICE OF JUDGMENT

TO: Philip C. Brown
310 Spruce Street
Madera, PA 16661

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on _____, 2004, in the amount of \$15,871.15 plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

NOTICE OF JUDGMENT

TO: Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on
_____, 2004, in the amount of \$15,871.15 plus continuing interest at the
contract rate together with costs, late charges, and attorneys fees.

Prothonotary

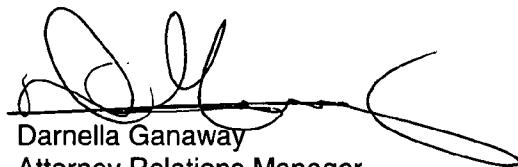
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I, Darnella Ganaway, Attorney Relations Manager, PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

Sworn to and subscribed before me

this 1st day of September 2004.

Constance R. Bruener
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Constance R. Bruener, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires: My Commission Expires Feb. 4, 2008
BANK_FIN:231800-1
Member, Pennsylvania Association Of Notaries

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

PNC Bank, National Assoc.

Plaintiff(s)

No.: 2004-01482-CD

Real Debt: \$15,871.15

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Phillip C. Brown

Kelly A. Brown

Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 6, 2004

Expires: December 6, 2009

Certified from the record this 6th 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

CERTIFICATE OF ADDRESS:

2nd and Spruce Streets
Madera, PA 16661
Township of Bigler
Tax Parcel I.D. No. 103-K14-486-36

6K
FILED *CC&Lwnts*
m/1/65 *W/prop descr.*
JAN 26 2004 *to Staff*

William A. Staw *Atty pd. 20-00*
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1482-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount \$ 15,871.15

Interest from 11/17/04 through 2/28/05
at \$4.2047 per diem 437.29

Late Charges (\$20.00/mo. from 12/05 to 2/05) 60.00

Foreclosure Fees 1,519.85

Less Payments Made (-950.00)

Sub-total \$ 16,938.29

Additional Interest to Sale Date
(to be added by Sheriff) _____

Additional Late Charges to Date of Sale
(to be added by Sheriff) _____

Costs (to be added by the Prothonotary) 125.00

Prothonotary costs

Total \$ _____

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Attorney for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1482-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, are not members of the military service of the United States of America to the best of my knowledge, information and belief.


Brett A. Solomon

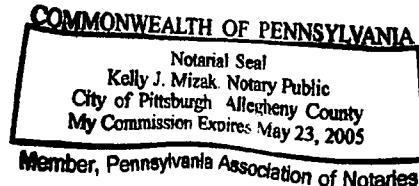
Sworn to and subscribed before me

this 18 day of January, 2005.


Notary Public

My Commission Expires:

BANK_FIN:236946-1



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1482-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

AMENDED AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1

PNC BANK, NATIONAL ASSOCIATION, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located in the Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania:

1. Name and address of the Owners or Reputed Owners:

PHILLIP C. BROWN and 310 Spruce Street
KELLY A. BROWN a/k/a Madera, PA 16661
KELLY A. BARONE

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

PNC BANK, NATIONAL c/o Brett A. Solomon, Esquire
ASSOCIATION Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, Pennsylvania 15222

4. Name and address of last recorded holder of every mortgage of record:

PNC BANK, NATIONAL c/o Brett A. Solomon, Esquire
ASSOCIATION Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, Pennsylvania 15222

COUNTY NATIONAL BANK P.O. Box 42
Clearfield, PA 16830

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

UNKNOWN

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:

CLEARFIELD COUNTY TREASURER **Clearfield County Courthouse**
230 East Market Street
Clearfield, PA 16830

CLEARFIELD COUNTY TAX CLAIM **Clearfield County Courthouse**
230 East Market Street
Clearfield, PA 16830

TOWNSHIP OF BIGLER c/o Kathy Kitko, Tax Collector
4801 Chesterfield Road
Madera, PA 16661

MOSHANNON VALLEY SCHOOL c/o Kathy Kitko, Tax Collector
DISTRICT 4801 Chesterfield Road
Madera, PA 16661

COMMONWEALTH OF PA P.O. Box 2675
DEPARTMENT OF REVENUE Harrisburg, PA 17105

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:

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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

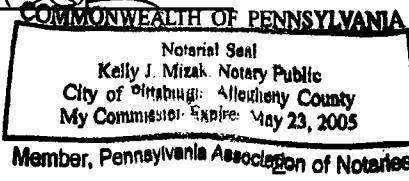
Dated: 1-12-05

By:

Sworn to and subscribed before me
this 15 day of January, 2005.

Brett A. Solomon, Esquire
Attorney for Plaintiff

Notary Public
My Commission Expires:



BF 236946

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

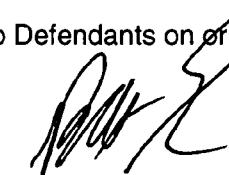
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1482-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

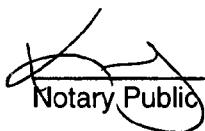
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendants on or about June 4, 2004.



Brett A. Solomon, Esquire

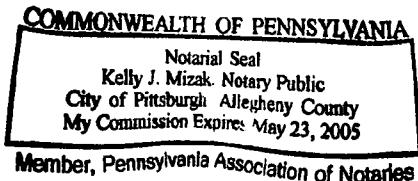
Sworn to and subscribed before me
this 18 day of January, 2005.



Notary Public

My Commission Expires:

BANK_FIN:236946-1



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

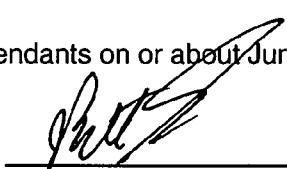
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,)	CIVIL DIVISION
)	No. 04-1482-CD
Plaintiff,)	
)	
vs.)	
)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
)	
Defendants.)	
)	
COMMONWEALTH OF PENNSYLVANIA)	
COUNTY OF ALLEGHENY)	SS:

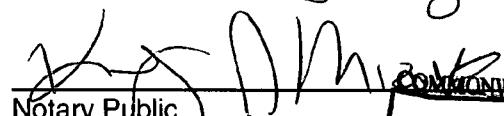
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to Defendants on or about June 4, 2004.

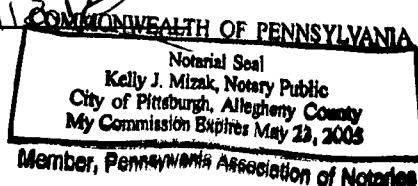


Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 15 day of January, 2005.


Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,)
)
Defendants.)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

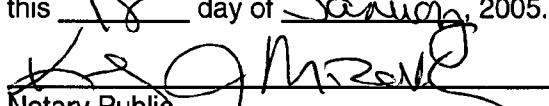
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is 310 Spruce Street, Madera, Pennsylvania 16661.

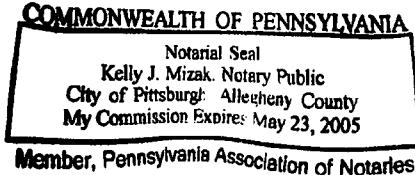
TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esquire
Attorney for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Sworn to and subscribed before me
this 18 day of January, 2005.


Notary Public
My Commission Expires:

BANK_FIN:236946-1



**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

PNC Bank, National Association

Vs.

NO.: 2004-01482-CD

Phillip C. Brown and
Kelly A. Brown a/k/a
Kelly A. Barone



TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from PHILLIP C. BROWN and KELLY A. BROWN a/k/a Kelly A. Barone, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Descriptions

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$15,871.15

INTEREST from 11/17/04 through

2/28/05 at \$4.2047 per diem:.....\$437.29

FORECLOSURE FEES:.....\$1,519.85

PROTH. COSTS: \$

ATTY'S COMM: \$

DATE: 01/26/2005

PAID:.....\$125.00

SHERIFF: \$

LATE CHARGES (\$20.00/mo.

from 12/05 to 2/05):.....\$60.00

OTHER COSTS: \$

LESS PAYMENTS MADE:...(-\$950.00)

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Brett A. Solomon, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1482-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL those two certain pieces or lots of land situate and lying in the John W. Alexander Addition to the Village of Maders, Bigler Township, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING on Spruce Street at corner of Lots Nos. 40 and 41; thence along said lots north (on division line) one hundred fifty (150) feet to alley; thence along said alley in a westerly direction one hundred (100) feet to Second Street; thence along said street south one hundred fifty (150) feet to corner of Lot 42 on Spruce Street; thence along Spruce Street east one hundred (100) feet to corner of Lots Nos. 40 and 41, and the place of beginning, and known in the plot of lots in the John W. Alexander Addition to the Village of Madera as Lots No. 41 and 42 respectively.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

HAVING ERECTED THEREON a dwelling known as 2nd and Spruce Streets, Madera, Pennsylvania 16661.

BEING the same premises conveyed to Phillip C. Brown, single, and Kelly Barone, single, from Julia Nowak, Attorney in Fact for Fredora Mariani, widow, by Deed dated May 28, 1997, said Deed being recorded at Clearfield County May 30, 1997 in Deed Book Volume 1845, Page 340.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 103-K14-486-36.



Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,)	CIVIL DIVISION
)	No. 04-1482-CD
Plaintiff,)	
)	
vs.)	
)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF PHILLIP C. BROWN
AND KELLY A. BROWN A/K/A KELLY A. BARONE, OF, IN AND TO THE
FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
TOWNSHIP FO BIGLER, BEING MORE FULLY DESCRIBED AT DBV 1845,
PAGE 340.

HAVING ERECTED THEREON A DWELLING KNOWN AS 2ND AND SPRUCE
STREETS, MADERA, PA 16661.

TAX PARCEL I.D. NO. 103-K14-486-36.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,
vs.

PHILLIP C. BROWN and
KELLY A. BROWN a/k/a
KELLY A. BARONE,

Defendants.

CIVIL DIVISION

No. 04-1482-CD

PRAECIPE TO SETTLE AND
DISCONTINUE AND VACATE JUDGMENT

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 566-1212

FILED No cc
m/2/3/05 Atty pd. 700
APR 06 2005
Cert. of Disc.
William A. Shaw
Prothonotary/Clerk of Courts
to Atty
Copy to cl A
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
)
Plaintiff,) No. 04-1482-CD
)
vs.)
)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE)
)
Defendant.)

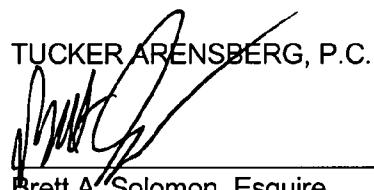
PRAECIPE TO SETTLE AND DISCONTINUE AND VACATE JUDGMENT

TO: PROTHONOTARY, CLEARFIELD COUNTY

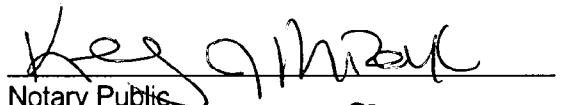
Kindly settle and discontinue, without prejudice, the action filed in the above-captioned matter in favor of the Plaintiff, PNC Bank, National Association, and against the Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, and Vacate the Judgment that was entered against the Defendant on December 6, 2004.

TUCKER ARENSBERG, P.C.

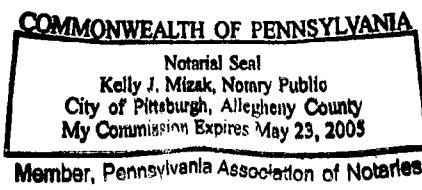
By:


Brett A. Solomon, Esquire
PA I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

Sworn to and subscribed before me
this 30 day of March 2005.


Notary Public

My Commission Expires:



BF 244736

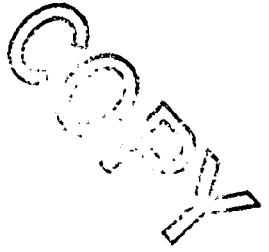
FILED

APR 06 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



PNC Bank, National Assoc.

Vs.

No. 2004-01482-CD

**Phillip C. Brown
Kelly A. Brown**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 6, 2005, marked:

Settled and Discontinued without Prejudice

Record costs in the sum of \$132.00 have been paid in full by Brett A. Solomon, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of April A.D. 2005.

William A. Shaw, Prothonotary