

04-1485-CD  
FIRST COMMONWEALTH BANK, et al. vs. RANDALL D. WELLS, et al.

First commonwealth et vs Randall Wells et  
2004-1485-CD

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04-1485 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	TYPE OF PLEADING: COMPLAINT IN FORECLOSURE
RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS,	:	FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS	:	COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE
	:	SUPREME COURT NO.: 63494
	:	90 BEAVER DRIVE, SUITE 111B DUBOIS, PA 15801 (814) 375-1044

FILED  
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GCC to atty  
SEP 28 2004

William A. Shaw  
Prothonotary

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

FIRST COMMONWEALTH	:	NO. 04 -	C.D.
BANK, formerly DEPOSIT	:		
BANK,	:		
PLAINTIFF	:	TYPE OF CASE:	MORTGAGE
	:		FORECLOSURE
VS.	:		
RANDALL D. WELLS and	:		
TAMMY L. KRAMER, a/k/a	:		
TAMMY L. WELLS,	:		
DEFENDANTS	:		

**NOTICE**

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

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

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

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

FIRST COMMONWEALTH	:	NO. 04 -	C.D.
BANK, formerly DEPOSIT	:		
BANK,	:		
PLAINTIFF	:	TYPE OF CASE:	MORTGAGE
	:		FORECLOSURE
VS.	:		
RANDALL D. WELLS and	:		
TAMMY L. KRAMER, A/K/A	:		
TAMMY L. WELLS,	:		
DEFENDANTS	:		

**COMPLAINT**

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

1. Plaintiff **FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **RANDALL D. WELLS** is an adult individual with a last known address at RR2, Box 12AAA, Rockton, Clearfield County, Pennsylvania 15801.
3. Defendant **TAMMY L. KRAMER, a/k/a TAMMY L. WELLS**, is an adult individual with a last known address at 17 South Highland Street, DuBois, Clearfield County, Pennsylvania 15801.

4. On December 7, 1995, Defendants executed and delivered to Plaintiff a Mortgage and a Promissory Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1995 in Clearfield County Deed and Record Book Volume 1722, page 441. True and correct copies of the Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on May 6, 2004, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

7. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

8. The premises subject to the Mortgage is the property located at 17 South Highland Street, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the

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

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

Current Balance -	\$14,533.84
Interest payoff (as of 7/15/04) -	\$ 790.18
Late Fees -	\$ 653.02
<b>TOTAL:</b>	<b>\$15,977.04</b>

WHEREFORE, Plaintiff demands judgment in the amount of \$15,977.04, plus interest thereon at a per diem rate of \$4.8325 on unpaid principal balance from July 15, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RANDALL D. WELLS and TAMMY L. WELLS, A/K/A TAMMY L. KRAMER.**

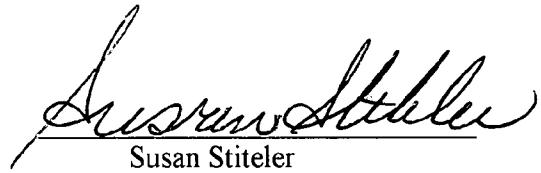
Respectfully submitted,

BY:   
Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

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

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



Susan Stiteler  
Susan Stiteler

RECORDATION REQUESTED BY:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

VOL 1722 PAGE 441

WHEN RECORDED MAIL TO:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

SEND TAX NOTICES TO:

RANDALL D WELLS and TAMMY L KRAMER  
301 W MAIN STREET  
REYNOLDSVILLE, PA 15851

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**  
**THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED 12/07/95, between RANDALL D WELLS and TAMMY L KRAMER, whose address is 301 W MAIN STREET, REYNOLDSVILLE, PA 15851 (referred to below as "Grantor"); and Deposit Bank, whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 (referred to below as "Lender").

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

(SEE ATTACHED DESCRIPTION)

**The Real Property or its address is commonly known as 17 SOUTH HIGHLAND STREET, DUBOIS, PA 15801.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means RANDALL D WELLS and TAMMY L KRAMER. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated 12/07/95, in the original principal amount of \$24,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 1, 2012.

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

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, regulations, and orders adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also mean any solid, liquid, gaseous, or incinerator residue, or any mixture of any of the foregoing, or any fraction thereof, and asbestos. Grantor represents and warrants to Lender that (a) there has been no release of any hazardous waste or substance by any person on or under, about or from the Property; (b) Grantor has no knowledge of any hazardous waste or substance on or under, about or from the Property; (c) there has been no threatened release of any hazardous waste or substance by any person on or under, about or from the Property; (d) there has been no removal or treatment, disposal, release, or threatened release of any

EXHIBIT

"A"

Loan No:

hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition or any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

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

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

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall insure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

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

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

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

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but

shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

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

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

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

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

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### ARBITRATION:

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

Randall D. Wells (SEAL)  
RANDALL D WELLS

Tammy L. Kramer (SEAL)  
TAMMY L KRAMER

Signed, acknowledged and delivered in the presence of:

Kristin D. Duttry  
Witness  
 Tammy L. Connor  
Witness

Signed, acknowledged and delivered in the presence of:

Kristin D. Duttry  
Witness  
 Tammy L. Connor

LENDER:

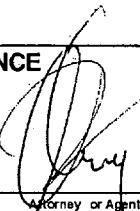
Deposit Bank

By: Kristin D. Duttry  
Authorized Officer

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, herein is as follows:

2 East Long Avenue, PO Box 607A, DuBois, PA 15801

  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA )  
) ss  
COUNTY OF CLEARFIELD )

On this, the 7TH day of December, 19 95, before me a Notary Public, the undersigned Notary Public, personally appeared RANDALL D WELLS and TAMMY L KRAMER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notarial Seal  
Kristin D. Duttry, Notary Public  
DuBois, Clearfield County  
My Commission Expires Jan. 30, 1999 Notary Public in and for the State of Pennsylvania

### LENDER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA )  
) ss  
COUNTY OF CLEARFIELD )

On this, the 7TH day of DECEMBER, 19 95, before me a Notary Public, the undersigned Notary Public, personally appeared Claudia Jacobson who acknowledged himself or herself to be the Customer Service Officer of Deposit Bank, a corporation, and that he or she as such Customer Service Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as Customer Service Officer.

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

Notarial Seal  
Kristin D. Duttry, Notary Public  
DuBois, Clearfield County  
My Commission Expires Jan. 30, 1999 Notary Public in and for the State of Pennsylvania

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ALL that certain piece or parcel of land located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the easterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W. G. Ball's Addition; thence North 48 degrees 20 minutes East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48 degrees 20 minutes West by line of said alley, 49 feet to a post corner of aforesaid Lot No. 5; thence North 39 degrees 40 minutes West by line of said Lot No. 5, 150 feet to a post at South Highland Street, the place of beginning.

BEING the same premises which became vested in the Mortgagors by deed of Thomas J. Frank and Joseph P. Green, dated December 7, 1995 not yet recorded but intended to be recorded prior to the recording of this mortgage.

CLEARFIELD COUNTY 148/95  
ENTERED OF RECORD  
TIME 10:55 AM  
BY *Frank & Jones*  
FEE 170.50  
RECORDED BY *Frank & Jones, Recorder*

RECORDED IN THE OFFICE OF THE RECORDER  
RECORDED ON DECEMBER 8, 1995, 10:45 AM  
RECORDED BY *Frank & Jones*

## PROMISSORY NOTE

Principal \$24,000.00	Loan Date 01-01-2012	Maturity 01-01-2012	Loan No.	Call 020	Collateral J	Account	Officer CLJ	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** RANDALL D WELLS (SSN: 164-66-6451)  
TAMMY L KRAMER (SSN: 188-68-1292)  
301 W MAIN STREET  
REYNOLDSVILLE, PA 15851

**Lender:** Deposit Bank  
Main Branch  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

**Principal Amount:** \$24,000.00

**Date of Note:** 12/07/95

**Maturity Date:** January 1, 2012

**PROMISE TO PAY.** I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Four Thousand & 00/100 Dollars (\$24,000.00), together with interest at the initial rate of 2.000% per annum on the unpaid principal balance from December 8, 1995, until paid in full.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$236.14 each, beginning February 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$236.09 each, beginning February 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$236.09 will be due on January 1, 2012. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage dated 12/7/95, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**ARBITRATION:**

**1. Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 *et seq.* and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

**2. Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

**DEFERRED ORIGINATION FEES.** Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 60 monthly payments on the scheduled payment dates.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.



PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

## BORROWER:

x Randall D Wells (SEAL)  
RANDALL D WELLS

x Tammy L Kramer (SEAL)  
TAMMY L KRAMER

## LENDER:

Deposit Bank

By: W.W. Jones  
Authorized Officer

Fixed Rate. Irregular.

LASER PRO, Reg. U.S. Pat. &amp; T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-D20 1842, LN R18.OVL]

Date: May 4, 2004

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.  
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Randall D. Wells

PROPERTY ADDRESS: 17 South Highland St., Dubois, PA 15801

LOAN ACCT. NO.: 001 0107009

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

#### **HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located

at: **-17 South Highland St., Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

A. **YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due: **March 1, 2004 thru May 1, 2004 totaling \$708.27**

Other charges (explain/itemize): **Late fees of \$629.42**

**TOTAL AMOUNT PAST DUE: \$1,337.69**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,337.69, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701**

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** -- If you have not cured the default within the **THIRTY (30) DAY** period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale—as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender: Deposit**

**Address: PO Box 400, Indiana PA 15701**

**Phone Number: 1-800-221-8605**

**Fax Number: (724) 463-5665**

**Contact Person: Teri Pavlosky**

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

Date: May 4, 2004

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Tammy L. Kramer AKA Tammy L. Wells

PROPERTY ADDRESS: 17 South Highland St., Dubois, PA 15801

LOAN ACCT. NO.: 001 0107009

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

EXHIBIT

"C"

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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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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**Name of Lender:** Deposit

**Address:** PO Box 400, Indiana PA 15701

**Phone Number:** 1-800-221-8605

**Fax Number:** (724) 463-5665

**Contact Person:** Teri Pavlosky

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

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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Randal D. Wells  
RR 2 Box 12 AAA  
Rockton PA 15856-9802

**2. Article Number**

(Transfer from service label)

7003 1680 0005 1889 0929

102595-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X Randal D. Wells

Agent  
 Addressee

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

RANDAL D. WELLS

C. Date of Delivery  
5-20-04

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

**3. Service Type**

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

**A. Restricted Delivery? (Extra Fee)**

Yes

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WELLS OFFICIAL FILES

Postage	\$ .60
Certified Fee	\$ .30
Return Receipt Fee (Endorsement Required)	\$ .15
Restricted Delivery Fee (Endorsement Required)	\$ .00
Total Postage & Fees	\$ .95



**Sent To** Randal D. Wells

Street, Apt. No.: RR 2 Box 12 AAA  
or PO Box No.  
City, State, ZIP44: Rockton PA 15856-9802

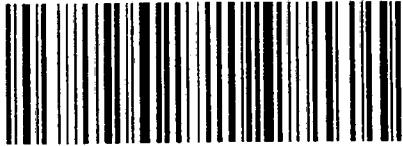
PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT

"D"

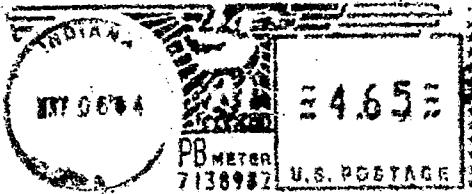
**CERTIFIED MAIL™**



wealth

ith Bank  
elphia and 6th S  
0

7003 1680 0005 1889 0943



TAMMY L KRAMER  
AKA TAMMY L WELLS  
17 SOUTH HIGHLAND ST

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

NAME

1-1-01

2-1-01

**RTS**  
RETURN TO SENDER

15801+2120

1680 0005 1889 0943

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**NOTICE: OFFICIAL USE ONLY**

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

Postmark  
Here

Sample Signature: *Tammy L Kramer AKA Tammy Wells*

Street, Apt. No.,  
or PO Box No. *17 South Highland St*

City, State, ZIP+4 *INDIANAPOLIS 46215*

PS Form 3800, June 2002

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOUD AT BOTTOM LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Tammy L. Kramer  
AKA Tammy L. Wells  
17 South Highland St.  
Dubois PA 15801

2. Article Number

(Transfer from service label)

7003 1680 0005 1889 0943

(102595-02-M-1540)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

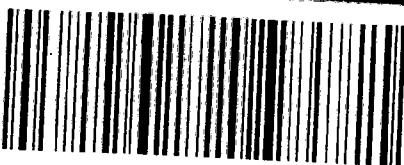
Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004

Domestic Return Receipt

**CERTIFIED MAIL™**

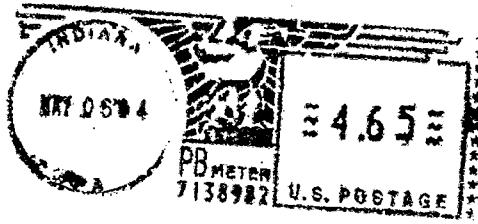


nwealt

wealth Bank  
Philadelphia and 6th St  
0400

7003 1680 0005 1889 0936

rand



RANDALL D WELLS  
17 SOUTH HIGHLAND ST  
DUBOIS PA 15801

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

**RTS**  
RETURN TO SENDER

15801+2120 10

RECEIVED  
1689  
5000  
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**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**WE ARE FATING IN A MAIL BOX USE**

Postage	\$ .65
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark  
Here

Sent To  
Randall D. Wells  
Street, Apt. No.: 17 South Highland St.  
or PO Box No.  
City, State, ZIP+4  
Dubois PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to:	<p>Randall D. Morris 17 South Highland St Dubois PA 15801</p>		
2. Article Number (Transfer from service label)	7003 1680 0005 1889 0936		

WARRANTY DEED - 1995

VOL 1722 PAGE 437

PLANTATION CO. WILLIAMSPORT, PA.

10/29/95

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the 7th day of December,in the year nineteen hundred and ninety-five, (1995),  
BETWEEN THOMAS J. FRANK and STACEY L. FRANK, husband and wife, of Reynoldsville,  
Jefferson County, Pennsylvania, and JOSEPH P. GREEN, single, of DuBois, Clearfield  
County, Pennsylvania, parties of the first part, hereinafter referred to as the  
GRANTORS;A  
N  
DRANDALL D. WELLS an individual, and TAMMY L. KRAMER, an individual, both of DuBois,  
Clearfield County, Pennsylvania, as joint tenants with the right of survivorship,  
parties of the second part, hereinafter referred to as the GRANTEEES.WITNESSETH, That in consideration of Twenty-Four Thousand and 00/100  
(\$24,000.00) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby grant  
and convey to the said grantee .ALL that certain piece or parcel of land located in the City of DuBois, Clearfield  
County, Pennsylvania, bounded and described as follows, to wit:BEGINNING at a post on the easterly side of South Highland Street, and the  
northwesterly corner of Lot No. 5 of the said W.G. Ball's Addition; thence  
North 48° 20' East by line of said South Highland Street; thence 45.6 feet to  
a post; thence southeasterly in a straight line 150 feet to a post at an alley  
(said post being 49 feet distant northeasterly from the northeast corner of  
Lot No. 5); thence South 48° 20' West by line of said alley, 49 feet to a post  
corner of aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot  
No. 5, 150 feet to a post at South Highland Street, the place of beginning.BEING the same premises which were conveyed to Thomas J. Frank and Joseph P. Green  
by deed of S & T Bank, formerly known as The Savings & Trust Company of  
Pennsylvania, dated September 27, 1993, and recorded in the Office of the Recorder  
of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1563, page 45.

EXHIBIT

"E"

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

**FIRST COMMONWEALTH BANK formerly DEPOSIT BANK**

**VS.**

**WELLS, RANDALL D. and TAMMY L. KRAMER a/k/a TAMMY L. WELLS**

**Sheriff Docket # 16357**

**04-1485-CD**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW OCTOBER 14, 2004 AT 10:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDALL D. WELLS, DEFENDANT AT RESIDENCE, RR#2 BOX 12AA, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDALL D. WELLS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: COUDRIET/DEHAVEN

NOW OCTOBER 14, 2004 AT 10:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TAMMY L. KRAMER a/k/a TAMMY L. WELLS, DEFENDANT AT RESIDENCE, RR#2 BOX 12AA, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDALL D. WELLS, HUBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. PROPERTY ADDRESS OF 17 SOUTH HIGHLAND ST., DUBOIS, PA. IS EMPTY.

SERVED BY: COUDRIET/DEHAVEN

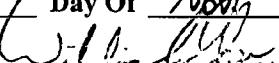
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**Return Costs**

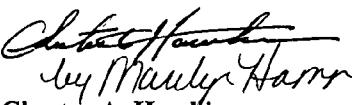
<b>Cost</b>	<b>Description</b>
43.87	SHERIFF HAWKINS PAID BY: PLFF. CK# 105725
20.00	SURCHARGE PAID BY: PLFF CK# 105726

---

**Sworn to Before Me This**

*1<sup>st</sup>* Day Of November 2004  
  
\_\_\_\_\_  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

  
by *Manley Harr*  
Chester A. Hawkins  
Sheriff

**FILED**  
01/3/2004  
NOV 01 2004

William A. S.  
Prothonotary/Clerk of Court

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

FIRST COMMONWEALTH BANK,  
formerly DEPOSIT BANK,

PLAINTIFF,

VS.

RANDALL D. WELLS and TAMMY L.  
KRAMER, a/k/a TAMMY L. WELLS,

DEFENDANTS.

NO. 04 - 1485 - C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: PRAECIPE  
FOR DEFAULT JUDGMENT

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY,  
ESQUIRE

SUPREME COURT NO.: 63494

90 BEAVER DRIVE, SUITE 111B  
DUBOIS, PA 15801  
(814) 375-1044

FILED

JAN 17 2005

0/1100 (u)

William A. Shaw  
Prothonotary

NOTICE TO DEFT'S

4

STATEMENT TO ATTY

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**PRAECIPE FOR DEFAULT JUDGMENT**

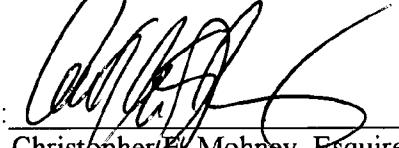
TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$14,533.84
2.	Interest payoff:	\$ 790.18
3.	Late Fees:	\$ <u>653.02</u>
	TOTAL:	\$15,977.04

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on November 4, 2004 as required by Pa. R.C.P. Rule 237.1.

BY:

  
Christopher E. Mohney, Esquire

NOW, this 17 day of Jan., 2004, damages are assessed in the amount of \$15,977.04.

---

William A. Shaw, Prothonotary

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. : :

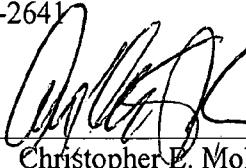
TO: TAMMY L. KRAMER, a/k/a TAMMY L. WELLS  
R.R. #2, Box 12AA  
Rockton, PA 15856

DATE OF NOTICE: November 4, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY: 

Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. : :

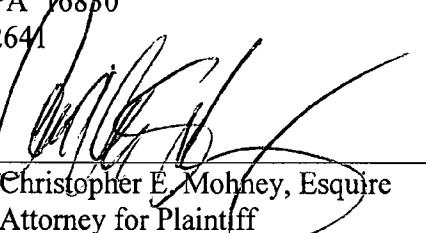
TO: RANDALL D. WELLS  
R.R. #2, Box 12AA  
Rockton, PA 15856

DATE OF NOTICE: November 4, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
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(814) 765-2641

BY: 

Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
Christopher E. Mohney, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
*Christopher E. Mohney, Esquire*  
TAMMY L. KRAMER, a/k/a TAMMY L.  
WELLS  
R. R. #2, BOX 12AA  
Rockton, PA 15856

PS Form 3817, January 2001



U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
Christopher E. Mohney, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
*Christopher E. Mohney, Esquire*  
RANDALL D. WELLS  
R. R. #2, BOX 12AA  
Rockton, PA 15856

PS Form 3817, January 2001



**FILED**

JAN 17 2005

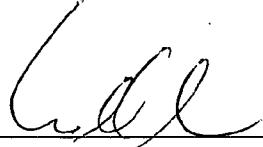
William A. Shaw  
Prothonotary

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$15,977.04 on JAN 17, 2007.

WILLIAM A. SHAW, PROTHONOTARY

By: 

, Deputy

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

FIRST COMMONWEALTH BANK,  
formerly DEPOSIT BANK,

NO. 04 - 1485 - C.D.

PLAINTIFF,

TYPE OF CASE: MORTGAGE  
FORECLOSURE

VS.

RANDALL D. WELLS and TAMMY L.  
KRAMER, a/k/a TAMMY L. WELLS,

DEFENDANTS.

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$15,977.04 on JAN. 17, 2007.

WILLIAM A. SHAW, PROTHONOTARY

By: WAS

, Deputy

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

First Commonwealth Bank  
Deposit Bank  
Plaintiff(s)

No.: 2004-01485-CD

Real Debt: \$15,977.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randall D. Wells and Tammy L.  
Kramer, a/k/a Tammy L. Wells  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 17, 2005

Expires: January 17, 2010

Certified from the record this January 17, 2005

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. : TYPE OF PLEADING: PRAECIPE  
KRAMER, a/k/a TAMMY L. WELLS, : FOR WRIT OF EXECUTION  
DEFENDANTS. : FILED ON BEHALF OF:  
: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED**

JAN 17 2005 *rec*  
1/15/05  
William A. Shaw  
Prothonotary  
6 WANTS TO SHIFT

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$15,977.04

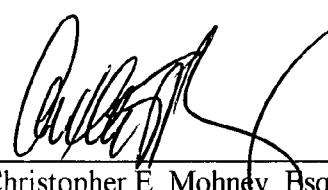
5. Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**Prothonotary costs**

\$125.00

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the easterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W.G. Ball's Addition; thence North 48° 20' East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48° 20' West by line of said alley, 49 feet to a post corner of aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot No. 5, 150 feet to a post at South Highland Street, the place of beginning.

BEING the same premises which were conveyed to Thomas J. Frank and Joseph P. Green by deed of S & T Bank, formerly known as The Savings & Trust Company of Pennsylvania, dated September 27, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1563, page 45.



SCHEDULE "A"

**FILED**

JAN 17 2005

William A. Shaw  
Prothonotary

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$15,977.04

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prothonotary costs <sup>\$125. -</sup>

BY:

William A. Shaw, Prothonotary

DATE: Jan. 17, 2005

ALL that certain piece or parcel of land located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the easterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W.G. Ball's Addition; thence North 48° 20' East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48° 20' West by line of said alley, 49 feet to a post corner of aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot No. 5, 150 feet to a post at South Highland Street, the place of beginning.

BEING the same premises which were conveyed to Thomas J. Prank and Joseph P. Green by deed of S & T Bank, formerly known as The Savings & Trust Company of Pennsylvania, dated September 27, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1563, page 45.



SCHEDULE "A"

CA

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. : TYPE OF PLEADING: PETITION  
KRAMER, a/k/a TAMMY L. WELLS, : TO FIX FAIR VALUE OF REAL  
DEFENDANTS. : PROPERTY  
: FILED ON BEHALF OF:  
: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

SEP 13 2005  
o 11-381  
William A. Shaw  
Prothonotary/Clerk of Courts

3 copy to Atty Mohney

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04 - 1485 - C.D.
PLAINTIFF,	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	:	
DEFENDANTS.	:	

**NOTICE**

TO: RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,  
RESPONDENTS

You have been sued in Court. The Petition set forth in the following pages requests the Court to determine the amount which should be credited against liability you may have to the Petitioner as a result of the purchase by the Petitioner at an execution sale of the real property described in the Petition. If you wish to defend against the Petition, you must take action within twenty (20) days after this Petition and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth in the Petition. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for any claim or relief requested by Petitioner. You may lose money or property or other rights important to you.

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

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

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04 - 1485 - C.D.
PLAINTIFF,	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	:	
DEFENDANTS.	:	

**PETITION TO FIX FAIR VALUE OF REAL PROPERTY**

AND NOW, comes Petitioner, FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK, by and through its attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and petitions this Honorable Court pursuant to Pennsylvania Rule of Civil Procedure 3276, et seq., and in support thereof represents as follows:

1. Your Petitioner is First Commonwealth Bank, formerly Deposit Bank, a Pennsylvania banking corporation with an address at First Commonwealth Place, 654 Philadelphia Street, P. O. Box 400, Indiana, Pennsylvania, 15701.
2. Respondents Randall D. Wells and Tammy L. Kramer, a/k/a Tammy L. Wells are believed to be husband and wife, and have last known addresses at 1348 South Street, Rockton, Clearfield County, Pennsylvania.
3. This Petition is filed by your Petitioner pursuant to § 8103(a) of the Judicial Code, 42 Pa. C.S.A. § 8103(a).

4. Petitioner obtained original judgment in its favor and as to Respondents in the amount of \$15,977.04, that judgment being entered on January 17, 2005, to the Court of Common Pleas of Clearfield County, No. 2004-1485-C.D.
5. Subsequent to Petitioner obtaining judgment against Respondents, Petitioner commenced execution proceedings on the judgment.
6. A Sheriff's sale on the subject property was held on June 3, 2005.
7. Your Petitioner was the purchaser, for costs plus One (\$1.00) Dollar, at the aforementioned Sheriff sale.
8. Attached hereto and marked Exhibit "A" is copy of Schedule of Distribution of Sheriff for Clearfield County, which Schedule of Distribution reflects costs due your Petitioner and for which Petitioner desires credit, for the amount of \$5,531.88.
9. A Sheriff's Deed vesting title in the subject premises to your Petitioner was recorded on July 26, 2005.
10. Attached hereto and marked Exhibit "B" is a copy of the legal description for the subject premises, its location being within the City of DuBois, Clearfield County, Pennsylvania.
11. Petitioner believes and therefore avers, that the fair market value of the subject real property, description attached hereto as Exhibit "B", is Five Thousand (\$5,000.00) Dollars, pursuant to an appraisal performed August 2, 2005.

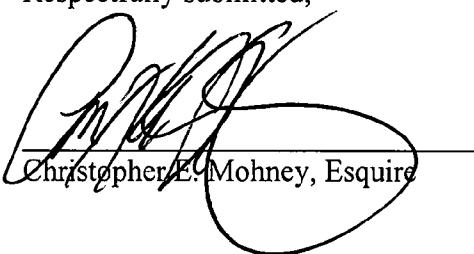
12. Petitioner requests that this Honorable Court fix the fair market value of the real property at the value set forth in this Petition, and that this Honorable Court also determine any prior lien amounts.

WHEREFORE, Petitioner First Commonwealth Bank, formerly known as Deposit Bank, prays this Honorable Court determine the fair market value of the property subject of this action to be fixed at Five Thousand (\$5,000.00) Dollars, and that the Court determine any prior lien amounts.

Respectfully submitted,

By:

Christopher E. Mohney, Esquire

A handwritten signature in black ink, appearing to read "Christopher E. Mohney, Esquire", is written over a horizontal line. To the right of the signature is a large, roughly drawn oval.

**VERIFICATION**

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

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



Susan Stiteler  
Susan Stiteler

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RANDALL E. WELLS NO. 04-1485-CD

NOW, July 25, 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 June 03, 2005, I expose the within described real estate of Randall D. Wells And Tammy L. Kramer, A/K/A Tammy L. Wells to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	10.53
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$226.36</b>

**DEED COSTS:**

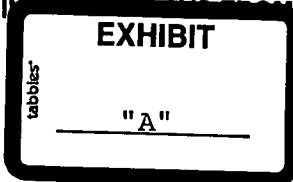
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	15,977.04
INTEREST @ %	0.00
FROM TO 06/03/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$16,017.04</b>
<b>COSTS:</b>	
ADVERTISING	325.06
TAXES - COLLECTOR	373.24
TAXES - TAX CLAIM	4,163.72
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	226.36
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$5,531.88</b>

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

CHESTER A. HAWKINS, Sheriff



## SALES

### Receipts & Disbursements

File 20093

Current balance: \$0.00

Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
04/01/05	0504011	112051	FIRST COMMONWEALTH-MO	Atty Deposit	\$1,460.00	
07/12/05	0507121	122955	FIRST COMMONWEALTH-MO	Buyer Balance Due	\$3,999.93	
07/22/05		34368	The Progress	PROG ADV		\$325.06
07/22/05		34369	ALEXIS STETZ	Municipal Taxes		\$373.24
07/22/05		34370	Peter F. Smith, Esq.	Lien Search		\$100.00
07/22/05		34371	William Shaw	Acknowledgement		\$5.00
07/22/05		34372	Karen Starck	Deed Costs		\$29.50
07/22/05		34373	CAROL FOX	Sheriff Fees		\$226.36
07/22/05		34374	Clearfield County Legal Journal	LEGAL J ADV		\$144.00
07/22/05		34375	Kim Eboch-Lawson	Mortgage Search		\$40.00
07/25/05		34376	Clearfield County Tax Claim	RETURNED TAXES		\$4,163.72
07/25/05		34377	CHRISTOPHER E. MOHNEY, E	Atty Refund		\$53.05
					<b>\$5,459.93</b>	<b>\$5,459.93</b>

BEGINNING at a post on the easterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W.G. Ball's Addition: thence North 48° 20' East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48° 20' West by line, of said alley, 49 feet to a post corner at aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot No. 5, 150 feet to a post at South Highland street, the place of beginning.

Being the same premises which were conveyed to Thomas J. Frank and Joseph P. Green deed of S & T Bank, formerly known as The Savings & Trust Company of Pennsylvania, dated September 27, 1993. and recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book vol. 1563, page 45.

SEIZED, taken in execution and sold as the property of RANDALL D. WELLS AND TAMMY L. KRAMER A/K/A TAMMY L. WELLS, at the suit of FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK. JUDGMENT NO. 04-1485-CD.

EXHIBIT

"B"

CA

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

FIRST COMMONWEALTH BANK, :  
formerly DEPOSIT BANK :  
vs. : No. 04-1485-CD  
: :  
RANDALL D. WELLS and TAMMY L.:  
KRAMER, a/k/a TAMMY L. WELLS :

O R D E R

AND NOW, this 15<sup>th</sup> day of September, 2005, upon consideration  
of Plaintiff's Petition to Fix Fair Value of Real Property filed in the above matter,  
it is the Order of the Court that Hearing has been scheduled for the 15<sup>th</sup> day of  
November, 2005, at 1:30 P.M, in Courtroom No. 1,  
Clearfield County Courthouse, Clearfield, PA. One (1) hour has been allotted for  
this matter.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED *acc. Atty Mohney*  
09:45 AM  
SEP 16 2005 *cc*

V. Brian A. Shaw 1CC T. Wells & R. Wells  
Prothonotary/Clerk of Courts 1348 South Street  
1348 South Street  
Rockton, PA 15856

**FILED**

**SEP 16 2005**

**Vincent A. Scully**  
**Prothonotary/Clerk of Courts**

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING:  
: AFFIDAVIT OF SERVICE  
: PURSUANT TO PA. R.C.P.  
: RULE 3129.2  
RANDALL D. WELLS and TAMMY L. : FILED ON BEHALF OF:  
KRAMER, a/k/a TAMMY L. WELLS, : PLAINTIFF  
DEFENDANTS. : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED  
APR 22 2005  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. : :

**AFFIDAVIT PURSUANT TO RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: *SS.*  
*COUNTY OF CLEARFIELD* :

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on April 8, 2005, and one on April 12, 2005.

TO: RANDALL D. WELLS  
RR2, Box 12AA  
ROCKTON, PA 15856

TAMMY L. KRAMER a/k/a  
TAMMY L. WELLS  
RR2, Box 12AA  
Rockton, PA 15856

FIRST COMMONWEALTH BANK,  
Formerly DEPOSIT BANK  
2 E. Long Avenue  
DuBois, PA 15801

MARK A. PIASIO, M.D.  
90 Beaver Drive  
DuBois, PA 15801

NATIONAL FUEL GAS DISTRIBUTION CORP.  
1100 State Street  
Erie, PA 16501

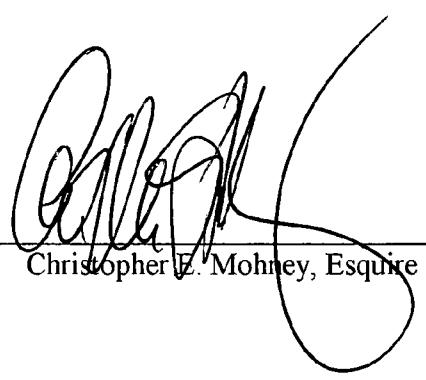
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE CO.  
90 Beaver Drive  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

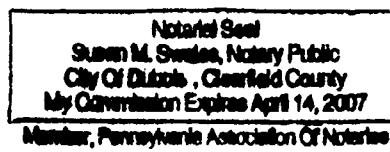
ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

BY:

  
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED  
before me this 14<sup>th</sup> day of  
April, 2004.*

  
Notary Public



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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	NO. 04 - 1485 - C.D.
PLAINTIFF,	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	
DEFENDANTS.	

PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY  
BY THE SHERIFF OF ELK COUNTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: RANDALL D. WELLS RR2, Box 12AA ROCKTON, PA 15856	TAMMY L. KRAMER a/k/a TAMMY L. WELLS RR2, Box 12AA Rockton, PA 15856
FIRST COMMONWEALTH BANK, Formerly DEPOSIT BANK 2 E. Long Avenue DuBois, PA 15801	MARK A. PIASIO, M.D. 90 Beaver Drive DuBois, PA 15801
NATIONAL FUEL GAS DISTRIBUTION CORP. 1100 State Street Erie, PA 16501	
BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a BENEFICIAL MORTGAGE CO. 90 Beaver Drive DuBois, PA 15801	
CLEARFIELD COUNTY TAX CLAIM BUREAU Clearfield County Courthouse Corner Second and Market Streets Clearfield, PA 16830	

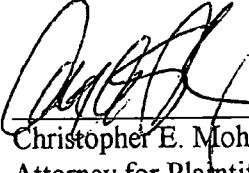
CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 3rd day of JUNE, 2005, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: April 1, 2005

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the wasterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W.G. Bell's Addition; thence North 48° 20' East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48° 20' West by line of said alley, 49 feet to a post corner of aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot No. 5, 150 feet to a post at South Highland Street, the place of beginning.

BEING the same premises which were conveyed to Thomas J. Frank and Joseph P. Green by deed of S & T Bank, formerly known as The Savings & Trust Company of Pennsylvania, dated September 27, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1563, page 45.



SEIZED, taken in execution to be sold as the property of RANDALL W. WELLS AND TAMMY L. KRAMER, A/K/A TAMMY L. WELLS, at the suit of FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK. NO. 04-1485-CD

SCHEDULE "A"

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	NO. 04 - 1485 - C.D.
PLAINTIFF,	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	
DEFENDANTS.	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: RANDALL D. WELLS RR2, Box 12AA ROCKTON, PA 15856	TAMMY L. KRAMER a/k/a TAMMY L. WELLS RR2, Box 12AA Rockton, PA 15856
--	---

FIRST COMMONWEALTH BANK, Formerly DEPOSIT BANK 2 E. Long Avenue DuBois, PA 15801	MARK A. PIASIO, M.D. 90 Beaver Drive DuBois, PA 15801
---	---

NATIONAL FUEL GAS DISTRIBUTION CORP.  
1100 State Street  
Erie, PA 16501

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE CO.  
90 Beaver Drive  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, JUNE 3, 2005, at 10:00 o'clock A. M., the following described real estate of which RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS, are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK vs. RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS at No. 04-1485 C.D. in the amount of \$15,977.04.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on June 6, 2005.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



---

Sheriff of Clearfield County



UNITED STATES POSTAL SERVICE



• Sender: Please print your name, address, and ZIP+4 in this box.

Christopher E. Mohney, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

50142012

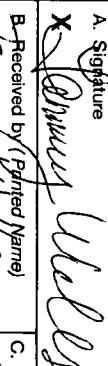


**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Randall D. Wells  
RR<sup>3</sup>, Box 12AA  
Rockton, PA 15856

A. Signature   
 Agent  
 Addressee

B. Received by (Printed Name)   
 Yes  
 No

D. Is delivery address different from item 1?  
If YES, enter delivery address below:

1348 South St  
Rockton PA 15856

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt Requested  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

1111700410750100001859517025

UNITED STATES POSTAL SERVICE

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



• Sender: Please print your name, address, and ZIP+4 in this box.

Christopher E. Mohney, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

7004 0750 0000 8595 7032

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**ROCKTON PA 15856**

Postage	\$ 42.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 44.65

04/08/2005

*080243 05 Postmark Here*

**Sent To:**  
TAMMY L. KRAMER 02115  
Street, Apt. No.:  
or P.O. Box No. RR 2 Box 12 AA  
City, State, ZIP+4 Rockton, PA 15856

See Reverse for Instructions

7004 0750 0000 8595 7025

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**ROCKTON PA 15856**

Postage	\$ 42.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 44.65

04/08/2005

*080243 05 Postmark Here*

**Sent To:**  
TAMMY L. KRAMER 02115  
Street, Apt. No.:  
or P.O. Box No. RR 2 Box 12 AA  
City, State, ZIP+4 Rockton, PA 15856

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years
- Important Reminders:**
  - Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
  - Certified Mail is not available for any class of international mail.
  - NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
  - For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
  - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to AP0s and FP0s.

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years
- Important Reminders:**
  - Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
  - Certified Mail is not available for any class of international mail.
  - NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
  - For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
  - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to AP0s and FP0s.

File 223

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
Received From:		
Christopher E. Mohney, Esquire		
90 Beaver Drive		
DUBOIS, PA 15801		
One piece of ordinary mail addressed to:		
Clearfield County Domestic Relations		
Clearfield County Courthouse		
230 E. Market Street		
Clearfield, PA 16830		

Aff.  
Ac.  
Post  
Post  
Fee.  
23  
23  
23

PS Form 3817, January 2001

PS Form 3817, January 2001

15801  
1961  
15801  
1962  
15801  
1963

US 23

US 23

US 23

US 23

File 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE. POSTMASTER

Received From:

Christopher E. Mohney, Esq.

90 Beaver Drive, Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

PS Form 3817, January 2001
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File 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

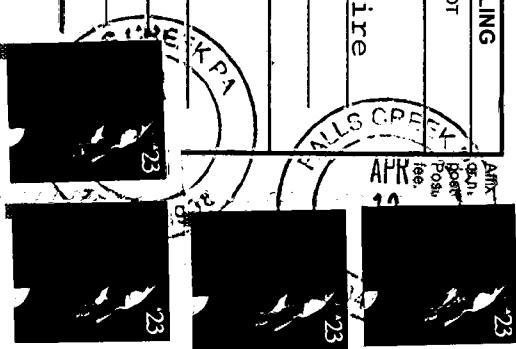
Christopher E. Mohney, Esquire

90 Beaver Drive, Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:

Mark A. Piasio, M.D.  
145 Hospital Avenue  
DuBois, PA 15801

PS Form 3817, January 2001



File 223

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE. POSTMASTER		
Received From:		
<u>Christopher E. Mohney, Esquire</u>		
<u>90 Beaver Drive, Suite 111B</u>		
<u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to:		
<u>Alexis Stetz, City Treasurer</u>		
<u>16 W. Scribner Avenue</u>		
<u>DuBois, PA 15801</u>		
PS Form 3817, January 2001		

us23 us23 us23

File 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE. POSTMASTER

Received From:

Christopher E. Mohney, Esquire

90 Beaver Drive, Suite 111B

DuBois, PA 15801

One piece of ordinary mail addressed to:

Beneficial Consumer Discount Co. d/b/a  
Beneficial Mortgage Co.

90 Beaver Drive

DuBois, PA 15801

PS Form 3817, January 2001

File 223

**CERTIFICATE OF MAILING**

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE. POSTMASTER

Aff'd  
or m'd  
post  
fee

Received From:

Christopher E. Mohney, Esquire

90 Beaver Drive, Box 6

DuBois, PA 15801

One piece of ordinary mail addressed to:

National Fuel Gas Distribution Corp

1100 State Street

Frie, PA 16501

PS Form 3817, January 2001



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

FIRST COMMONWEALTH BANK,  
formerly, DEPOSIT BANK,

Plaintiff,

vs.

RANDALL D. WELLS and TAMMY L.  
KRAMER, a/k/a TAMMY L. WELLS,

Defendants.

AFFIDAVIT OF SERVICE PURSUANT  
TO PA. R.C.P. RULE 3129.2

NO. 04-1485-C **FILED**

APR 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20093  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK  
vs.  
DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, A/K/A TAMMY L. WELLS

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 01/17/2005

LEVY TAKEN 04/08/2005 @ 11:30 AM  
POSTED 04/08/2005 @ 11:30 AM  
SALE HELD 06/03/2005  
SOLD TO FIRST COMMONWEALTH BANK  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 07/26/2005  
DATE DEED FILED 07/26/2005

PROPERTY ADDRESS 17 S. HIGHLAND STREET DUBOIS , PA 15801

**FILED**  
01/8/2005  
JUL 26 2005  
wm

William A. Shaw  
Prothonotary, Clerk of Courts

**SERVICES**

04/18/2005 @ 11:20 AM SERVED RANDALL E. WELLS

SERVED RANDALL E. WELLS, DEFENDANT, AT HIS RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL E. WELLS

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

04/18/2005 @ 11:20 AM SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS

SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS, DEFENDANT, AT HER RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. WELLS

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20093  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK

vs.

DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, A/K/A TAMMY L. WELLS

Execution REAL ESTATE

**SHERIFF RETURN**

---

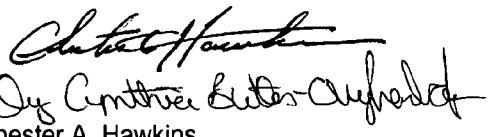
SHERIFF HAWKINS \$226.36

SURCHARGE \$40.00 PAID BY PLAINTIFF

Sworn to Before Me This

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

So Answers,

  
By Cynthia Litterer-Chefrode  
Chester A. Hawkins  
Sheriff

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**WRIT OF EXECUTION**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$15,977.04

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**Prothonotary costs**

\$125.00

BY:

  
William A. Shaw, Prothonotary

DATE: JAN. 17. 2005

Received January 17, 2005 @ 3:00 P.M.

Chester A. Hawkins

By Cynthia Butter-Augherday

ALL that certain piece or parcel of land located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the easterly side of South Highland Street, and the northwesterly corner of Lot No. 5 of the said W.C. Ball's Addition; thence North 48° 20' East by line of said South Highland Street; thence 45.6 feet to a post; thence southeasterly in a straight line 150 feet to a post at an alley (said post being 49 feet distant northeasterly from the northeast corner of Lot No. 5); thence South 48° 20' West by line of said alley, 49 feet to a post corner of aforesaid Lot No. 5; thence North 39° 40' West by line of said Lot No. 5, 150 feet to a post at South Highland Street, the place of beginning.

BEING the same premises which were conveyed to Thomas J. Frank and Joseph P. Green by deed of S & T Bank, formerly known as The Savings & Trust Company of Pennsylvania, dated September 27, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Vol. 1563, page 45.



SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RANDALL E. WELLS NO. 04-1485-CD

NOW, July 25, 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 June 03, 2005, I exposed the within described real estate of Randall D. Wells And Tammy L. Kramer, A/K/A Tammy L. Wells to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	10.53
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$226.36</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	15,977.04
INTEREST @ %	0.00
FROM TO 06/03/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$16,017.04</b>
<b>COSTS:</b>	
ADVERTISING	325.06
TAXES - COLLECTOR	373.24
TAXES - TAX CLAIM	4,163.72
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	226.36
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$5,531.88</b>

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

CHESTER A. HAWKINS, Sheriff

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

DOCKET # 100808  
NO: 04-1485-CD  
SERVICE # 1 OF 2  
PETITION TO FIX FAIR VALUE OF REAL

PROPERTY

PLAINTIFF: FIRST COMMONWEALTH BANK formerly DEPOSIT BANK  
vs.  
DEFENDANT: RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS

**SHERIFF RETURN**

---

NOW, September 30, 2005 AT 9:05 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON RANDALL D. WELLS DEFENDANT AT 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL D. WELLS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

**FILED**

OCT 21 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100808  
NO: 04-1485-CD  
SERVICE # 2 OF 2  
PETITION TO FIX FAIR VALUE OF REAL

PROPERTY

PLAINTIFF: FIRST COMMONWEALTH BANK formerly DEPOSIT BANK  
vs.  
DEFENDANT: RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS

**SHERIFF RETURN**

---

NOW, September 30, 2005 AT 9:05 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON TAMMY L. KRAMER a/k/a TAMMY L. WELLS DEFENDANT AT 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDY WELLS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100808  
NO: 04-1485-CD  
SERVICES 2  
PETITION TO FIX FAIR VALUE OF REAL

PROPERTY

PLAINTIFF: FIRST COMMONWEALTH BANK formerly DEPOSIT BANK

vs.

DEFENDANT: RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	109350	20.00
SHERIFF HAWKINS	FIRST COMM.	109350	36.98

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

FILED

OCT 21 2005

William A. Shaw  
Prothonotary/Clerk of Courts

From: Randall D. Wells and Tammy L. Kramer, a/k/a Tammy L. Wells  
1348 South St.  
Rockton, PA 15856  
(814) 583-7825

To: Court of Common Pleas of Clearfield County, Civil Division  
1 N. 2<sup>nd</sup> St.  
Clearfield, PA 16830

Case Number: 04-1485-C. D.

To Whom It May Concern:

I am writing this letter in regards to my case. I am sorry for that I have not responded to this earlier. As far as the money that is owed to First Commonwealth Bank, I am currently waiting for an injury settlement from a motor vehicle accident that I was involved in on October of 2000. My lawyer that is working on that case for me is not familiar with these kind of proceedings, and does not feel comfortable in representing me in this matter.

As soon as I learn the outcome of my injury settlement, the money from that was to go to the debts I have, including First Commonwealth Bank. The injury case is taking far longer than I ever could imagine, and is really frustrating to be honest with you.

Please take this information into consideration before coming to a final decision on my case. I will be unable to attend this hearing due to my work schedule.

If there are any questions or comments, please contact me at the above phone number any time, please leave a message if no one answers.

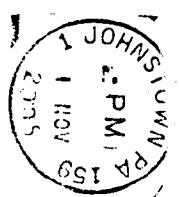
Thank you for your time in this matter!

Sincerely,

*Randall D. Wells*

Randall Donald Wells 11/01/2005

R. WELLS  
1348 SOUTH ST.  
ROCKTON, PA. 15856



COURT OF COMMON PLEAS, CIVIL DIVISION  
1 NORTH SECOND ST.  
CLEARFIELD, PA 16830

RECEIVED

11/1/1985 11/1/1985 11/1/1985 11/1/1985 11/1/1985 11/1/1985

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING:  
: MOTION FOR ENTRY OF ORDER  
: ON DEFAULT UNDER  
: Pa.R.C.P. 3284  
RANDALL D. WELLS and TAMMY L. : FILED ON BEHALF OF:  
KRAMER, a/k/a TAMMY L. WELLS, : PLAINTIFF  
DEFENDANTS. : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED <sup>cc</sup>  
11/14/2005 Atty Mohney  
NOV 14 2005  
6P  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04 - 1485 - C.D.
PLAINTIFF,	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	:	
DEFENDANTS.	:	

**MOTION FOR ENTRY OF ORDER ON DEFAULT**  
**UNDER Pa.R.C.P. 3284**

AND NOW, comes Plaintiff, ***FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK***, (hereinafter referred to “FCB”) by its attorney, ***CHRISTOPHER E. MOHNEY, ESQUIRE***, and hereby moves this Honorable Court for the entry of an Order entering judgment against Defendants ***RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS***, pursuant to Pa. R.C.P. 3284, and in support hereof, avers as follows:

1. FCB is a Pennsylvania banking corporation with a branch office place of business at 2 E. Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant ***RANDALL D. WELLS*** is an adult individual with a last known address at 1348 South Street, Rockton, Clearfield County, Pennsylvania.

3. Defendant **TAMMY L. KRAMER, a/k/a TAMMY L. WELLS**, is an adult individual with a last known address at 1348 South Street, Rockton, Clearfield County, Pennsylvania.

4. On September 13, 2005, FCB, through its undersigned counsel, filed a Petition to Fix Fair Value of Real Property.

5. Attached hereto and marked Exhibit "A" are copies of Sheriff's Returns filed of record, and indicating that copies of the foregoing Petition were personally served on defendants on September 30, 2005.

6. On October 26, 2005, Important Notices were served on defendants. Attached hereto and marked Exhibit "B" are copies of the Important Notices and Certificates of Mailing verifying the mailing date of the Important Notices as being October 26, 2005.

7. Neither defendant has filed a defense or other responsive pleading to the Petition, nor has either defendant otherwise caused an appearance to be entered of record.

8. 42 Pa. C.S.A. § 8103 governs proceedings for deficiency judgments, and subsection c(1) of the rule provides as follows:

"If no answer is filed within the time prescribed by general rule, or if an answer is filed which does not controvert the allegation of the fair market value of the property as averred in the petition, the Court shall determine and fix as the fair market value of the property sold the amount thereof alleged in the petition to be the fair market value".

9. Pa. R.C.P. 3284 relating to Orders Upon Default or Admission states as follows:

"The court shall, without further notice or hearing, enter an order determining the fair market value of the real property to be the value alleged in the petition, determining the prior lien amounts

to be in the amounts alleged in the petition and making any special allocation requested by the petition if

- (1) no answer is filed within the required time to a petition which contains a notice to defend and notice has been given as provided by Rule 237.1, et. seq., or
- (2) an answer is filed that does not deny the allegations in the petition as to the fair market value, the prior lien amounts or any special allocation.

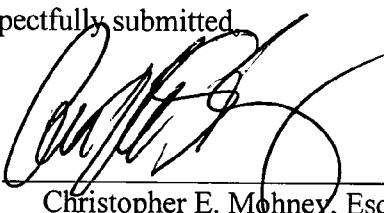
10. The fair market value of the real property is alleged in FCB's petition to be Five Thousand (\$5,000.00) Dollars.

11. FCB obtained an original judgment in its favor in the underlying foreclosure action against the defendants in the amount of Fifteen Thousand Nine Hundred Seventy Seven Dollars and Four Cents (\$15,977.04), that judgment being entered on January 17, 2005.

WHEREFORE, Petitioner **FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK**, prays this Honorable Court, pursuant to Pa. R.C.P. 3284, enter an Order determining the fair market value of the real property to be Five Thousand Dollars (\$5,000.00), and the amount of costs, taxes and municipal claims not discharged by the sale to be Five Thousand Five Hundred Thirty One Dollars and Eighty Eight Cents (\$5,531.88), and for such other relief as deemed appropriate by the Court and as suggested in the attached proposed Order.

Respectfully submitted,

By:

  
Christopher E. Mohney, Esquire  
Attorney for Petitioner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100808  
NO. 04-1485-CD  
SERVICE # 1 OF 2  
PETITION TO FIX FAIR VALUE OF REAL

PROPERTY

PLAINTIFF: FIRST COMMONWEALTH BANK formerly DEPOSIT BANK

vs.

DEFENDANT: RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS

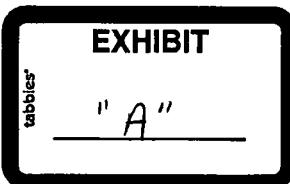
**COPY**

**SHERIFF RETURN**

---

NOW, September 30, 2005 AT 9:05 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON RANDALL D. WELLS DEFENDANT AT 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL D. WELLS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /



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

DOCKET # 100808  
NO: 04-1485-CD  
SERVICE # 2 OF 2  
PETITION TO FIX FAIR VALUE OF REAL

PROPERTY

PLAINTIFF: FIRST COMMONWEALTH BANK formerly DEPOSIT BANK

vs.

DEFENDANT: RANDALL D. WELLS and TAMMY L. KRAMER a/k/a TAMMY L. WELLS

**SHERIFF RETURN**

---

NOW, September 30, 2005 AT 9:05 AM SERVED THE WITHIN PETITION TO FIX FAIR VALUE OF REAL PROPERTY ON TAMMY L. KRAMER a/k/a TAMMY L. WELLS DEFENDANT AT 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDY WELLS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION TO FIX FAIR VALUE OF REAL PROPERTY AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. : :

TO: RANDALL D. WELLS  
1348 South Street  
Rockton, PA 15856

*DATE OF NOTICE: October 26, 2005*

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY:

  
Christopher E. Mohney, Esquire

Attorney for Plaintiff

I.D. #63494

90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

**EXHIBIT**

"B"

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :  
TO: TAMMY L. KRAMER,  
a/k/a TAMMY L. WELLS  
1348 South Street  
Rockton, PA 15856

*DATE OF NOTICE: October 26, 2005*

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY: 

Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

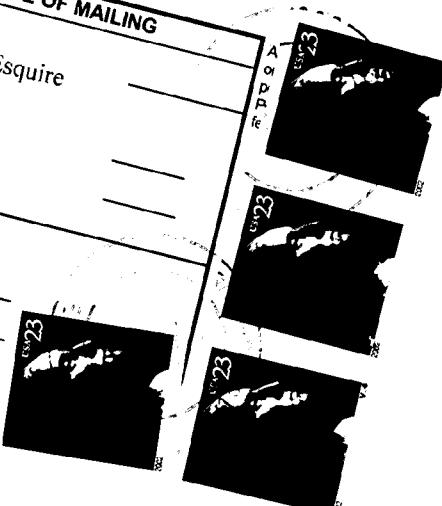
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BF  
PROV

R Christopher E. Mohney, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
TAMMY L. KRAMER  
a/k/a TAMMY L. WELLS  
1348 South Street  
Rockton, PA 15856

PS Form 3817, January 2001



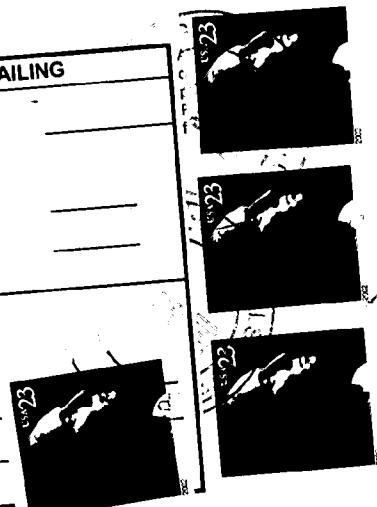
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY F  
PROV

R Christopher E. Mohney, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
RANDALL D. WELLS  
1348 South Street  
Rockton, PA 15856

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION  
NO. 04-1485 C.D.

FIRST COMMONWEALTH BANK,  
FORMERLY DEPOSIT BANK,

PLAINTIFF

VS.

RANDALL D. WELLS AND TAMMY L.  
KRAMER, a/k/a TAMMY L. WELLS,

DEFENDANTS

MOTION FOR ENTRY OF  
ORDER ON DEFAULT UNDER  
PA. R.C.P. 3284

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

FILED

NOV 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :  
:

CA  
FILED 2cc  
01/9/54 AMY  
NOV 14 2005 Mohney  
William A. Shaw  
Prothonotary/Clerk of Courts (60)

---

ORDER

AND NOW, this 9<sup>th</sup> day of November, 2005, after consideration of Plaintiff First Commonwealth Bank, formerly Deposit Bank's Motion for Entry of Order On Default Under Pa.R.C.P. 3284, it is hereby **ORDERED and DECREED** as follows:

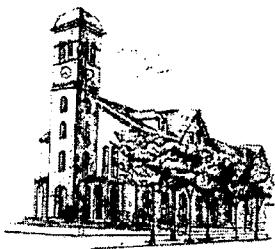
1. The fair market value of the real property subject of the Petition to Fix Fair Value of Real Property filed by Plaintiff is hereby determined to be Five Thousand Dollars (\$5,000.00);
2. The amount of all prior liens, costs, taxes and municipal claims not discharged by the Sheriff's Sale resultant of the mortgage foreclosure action filed to the above-captioned case number is Five Thousand Five Hundred Thirty One Dollars and Eighty Eight Cents (\$5,531.88);
3. Defendants are released and discharged of liability to Plaintiff in an amount equal to the fair market value of the subject property, in this case \$5,000.00, which amount shall be reduced by \$5,531.88, which is the total amount of costs, municipal

claims and taxes paid by the Sheriff at distribution on the Sale, not including Sheriff's poundage, as directed by the Deficiency Judgment Act; and

4. Pursuant to 42 Pa.C.S.A. § 8103(c), Plaintiff First Commonwealth Bank, formerly Deposit Bank, is entitled, by appropriate proceedings, to pursue the balance of the debt owing it from the defendants Randall D. Wells and Tammy L. Kramer, a/k/a Tammy L. Wells, the debt amount being \$16,508.92 (the original judgment amount of \$15,977.04, less the \$5,000.00 fair market value of the property, plus the \$5,531.88 credit owing Plaintiff on the amount of costs, municipal claims and taxes paid by the sheriff at distribution on the sale).

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge Jennifer L. Munroe". The signature is fluid and cursive, with "Judge" written above the name.



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE  
RANDALL D. WELLS and TAMMY L. : FOR WRIT OF EXECUTION  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. : FILED ON BEHALF OF:  
: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED** ~~12/33/01~~ pg. 20.00  
JUL 31 2006 1CC & 6 wnts  
w/prop descr.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Shaff  
GR

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$16,508.92

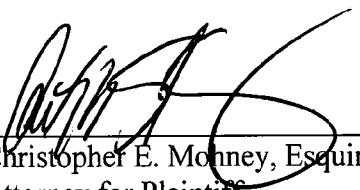
5. Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prothonotary costs

165.00

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located at the Northerly line of Township Route T-360, said iron pin also being at the Southwest corner of lands now or formerly of Richard Ellinger; thence along the Southerly line of said Township Route T-360, South 56° 10' West a distance of 300 feet more or less to an iron pin; thence North 24° 30' West a distance of 1,158 feet more or less to a point at the Southerly line of lands now or formerly of the Welty Estate; thence along the Southerly line of said lands now or formerly of the Welty Estate, South 82° 10' East a distance of 267 feet to an iron pin located at the Northwest corner of said lands now or formerly of Richard Ellinger; thence along the Westerly line of said lands now or formerly of Richard Ellinger, South 28° 50' East a distance of 1,020 feet, more or less, to a point and place of beginning. Containing 6.5 acres in accordance with survey prepared by Gary Thurston, Surveyor, attached hereto and made a part hereof.

**FILED**

**JUL 31 2006**

*William A. Shaw  
Prothonotary/Clerk of Courts*

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$16,508.92

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prothonotary costs 165.00

BY:   
William A. Shaw, Prothonotary

DATE: 7/31/06

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located at the Northerly line of Township Route T-360, said iron pin also being at the Southwest corner of lands now or formerly of Richard Ellinger; thence along the Southerly line of said Township Route T-360, South 56° 10' West a distance of 300 feet more or less to an iron pin; thence North 24° 30' West a distance of 1,158 feet more or less to a point at the Southerly line of lands now or formerly of the Welty Estate; thence along the Southerly line of said lands now or formerly of the Welty Estate, South 82° 10' East a distance of 267 feet to an iron pin located at the Northwest corner of said lands now or formerly of Richard Ellinger; thence along the Westerly line of said lands now or formerly of Richard Ellinger, South 28° 50' East a distance of 1,020 feet, more or less, to a point and place of beginning. Containing 6.5 acres in accordance with survey prepared by Gary Thurston, Surveyor, attached hereto and made a part hereof.

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

FIRST COMMONWEALTH : NO. 04-1485 C.D.  
BANK, formerly DEPOSIT BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE TO  
: ENTER FINAL JUDGMENT  
: FILED ON BEHALF OF: PLAINTIFF  
RANDALL D. WELLS and :  
TAMMY L. KRAMER, a/k/a :  
TAMMY L. WELLS, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *Att'y pd.*  
*010-3301 20.00*  
JUL 31 2006 *Notice to*  
*Def's.*  
William A. Shaw  
Prothonotary/Clerk of Courts *(GR)*

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

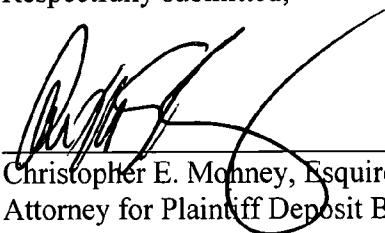
FIRST COMMONWEALTH : NO. 04 -1485 C.D.  
BANK, formerly DEPOSIT BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
RANDALL D. WELLS and :  
TAMMY L. KRAMER, a/k/a :  
TAMMY L. WELLS, :  
DEFENDANTS : :

**PRAECIPE TO ENTER FINAL JUDGMENT**

TO WILLIAM A. SHAW, PROTHONOTARY:

Pursuant to Order of Court dated November 9, 2005, filed November 14, 2005, kindly enter judgment in favor of Plaintiff First Commonwealth Bank, formerly Deposit Bank and index the same against Randall D. Wells and Tammy L. Kramer, a/k/a Tammy L. Wells, for the amount of \$16,508.92.

Respectfully submitted,

  
Christopher E. Monney, Esquire  
Attorney for Plaintiff Deposit Bank

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :  
:

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$16,508.92 on July 31, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw  
Deputy

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$16,508.92 on July 31, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw  
, Deputy

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

First Commonwealth Bank  
Deposit Bank  
Plaintiff(s)

No.: 2004-01485-CD

Real Debt: \$16,508.92

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randall D. Wells  
Tammy L. Wells  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 31, 2006

Expires: July 31, 2011

Certified from the record this 31st day of July, 2006.



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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING:  
: AFFIDAVIT OF SERVICE  
: PURSUANT TO PA. R.C.P.  
: RULE 3129.2  
RANDALL D. WELLS and TAMMY L. : FILED ON BEHALF OF:  
KRAMER, a/k/a TAMMY L. WELLS, : PLAINTIFF  
DEFENDANTS. : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY,  
: ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE  
: SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED  
01/17/01  
SEP 12 2001  
2001  
Clerk  
W.A. Shaw

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.2**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on August 24, 2006.

TO: RANDALL D. WELLS  
RR2, Box 12AA  
ROCKTON, PA 15856

TAMMY L. KRAMER a/k/a  
TAMMY L. WELLS  
RR2, Box 12AA  
Rockton, PA 15856

FIRST COMMONWEALTH BANK,  
Formerly DEPOSIT BANK  
2 E. Long Avenue  
DuBois, PA 15801

MARK A. PIASIO, M.D.  
145 Hospital Avenue  
DuBois, PA 15801

NATIONAL FUEL GAS DISTRIBUTION CORP.  
1100 State Street  
Erie, PA 16501

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE CO.  
90 Beaver Drive  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

J. CHAD MOORE, ESQUIRE  
Harold, Shepley & Associates, LLC  
485 Berlin Plank Road  
Somerset, PA 15501

BY:   
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED  
before me this 7<sup>th</sup> day of  
Sept., 2006.*

  
Laura L. Gericke  
Notary Public

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04 - 1485 - C.D.
PLAINTIFF,	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	:	
DEFENDANTS.	:	

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY  
BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: RANDALL D. WELLS  
1348 South Street  
ROCKTON, PA 15856

TAMMY L. KRAMER a/k/a  
TAMMY L. WELLS  
1348 South Street  
Rockton, PA 15856

FIRST COMMONWEALTH BANK,  
Formerly DEPOSIT BANK  
2 E. Long Avenue  
DuBois, PA 15801

MARK A. PIASIO, M.D.  
Medical Arts Building  
145 Hospital Avenue  
DuBois, PA 15801

NATIONAL FUEL GAS DISTRIBUTION CORP.  
1100 State Street  
Erie, PA 16501

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE CO.  
90 Beaver Drive  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

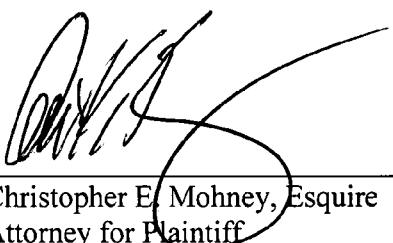
ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

J. CHAD MOORE, ESQUIRE  
Harold, Shepley & Associates, LLC  
485 Berlin Plank Road  
Somerset, PA 15501

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 3rd day of November, 2006, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 8/29/06



Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK,	:	NO. 04 - 1485 - C.D.
VS.	:	TYPE OF CASE: MORTGAGE FORECLOSURE
RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS,	:	
DEFENDANTS.	:	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: RANDALL D. WELLS RR2, Box 12AA ROCKTON, PA 15856	TAMMY L. KRAMER a/k/a TAMMY L. WELLS RR2, Box 12AA Rockton, PA 15856
--	---

FIRST COMMONWEALTH BANK, Formerly DEPOSIT BANK 2 E. Long Avenue DuBois, PA 15801	MARK A. PIASIO, M.D. Medical Arts Building 145 Hospital Avenue DuBois, PA 15801
---	--

NATIONAL FUEL GAS DISTRIBUTION CORP.  
1100 State Street  
Erie, PA 16501

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
BENEFICIAL MORTGAGE CO.  
90 Beaver Drive  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

ALEXIS STETZ, CITY TREASURER  
16 W. Scribner Avenue  
DuBois, PA 15801

J. CHAD MOORE, ESQUIRE  
Harold, Shepley & Associates, LLC  
485 Berlin Plank Road  
Somerset, PA 15501

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on Friday, November 3, 2006 at 10:00 o'clock A. M., the following described real estate of which RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS, are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK, formerly DEPOSIT BANK vs. RANDALL D. WELLS and TAMMY L. KRAMER, a/k/a TAMMY L. WELLS at No. 04-1485 C.D. in the amount of \$15,977.04.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on November 6, 2006

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



---

Sheriff of Clearfield County

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located at the Northerly line of Township Route T-360, said iron pin also being at the Southwest corner of lands now or formerly of Richard Ellinger; thence along the Southerly line of said Township Route T-360, South 56° 10' West a distance of 300 feet more or less to an iron pin; thence North 24° 30' West a distance of 1,158 feet more or less to a point at the Southerly line of lands now or formerly of the Welty Estate; thence along the Southerly line of said lands now or formerly of the Welty Estate, South 82° 10' East a distance of 267 feet to an iron pin located at the Northwest corner of said lands now or formerly of Richard Ellinger; thence along the Westerly line of said lands now or formerly of Richard Ellinger, South 28° 50' East a distance of 1,020 feet, more or less, to a point and place of beginning. Containing 6.5 acres in accordance with survey prepared by Gary Thurston, Surveyor, attached hereto and made a part hereof.

SEIZED, taken in execution to be sold as the property of RANDALL D. WELLS AND TAMMY L. KRAMER, A/K/A TAMMY L. WELLS, at the suit of FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK. JUDGMENT NO. 04-1485-CD

F112 223

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR INSURANCE

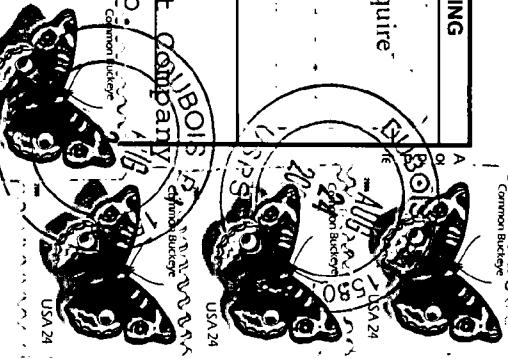
Received From:

Christopher E. Mohney, Esquire  
25 East Park Avenue  
Suite 6.

DuBois, PA 15801

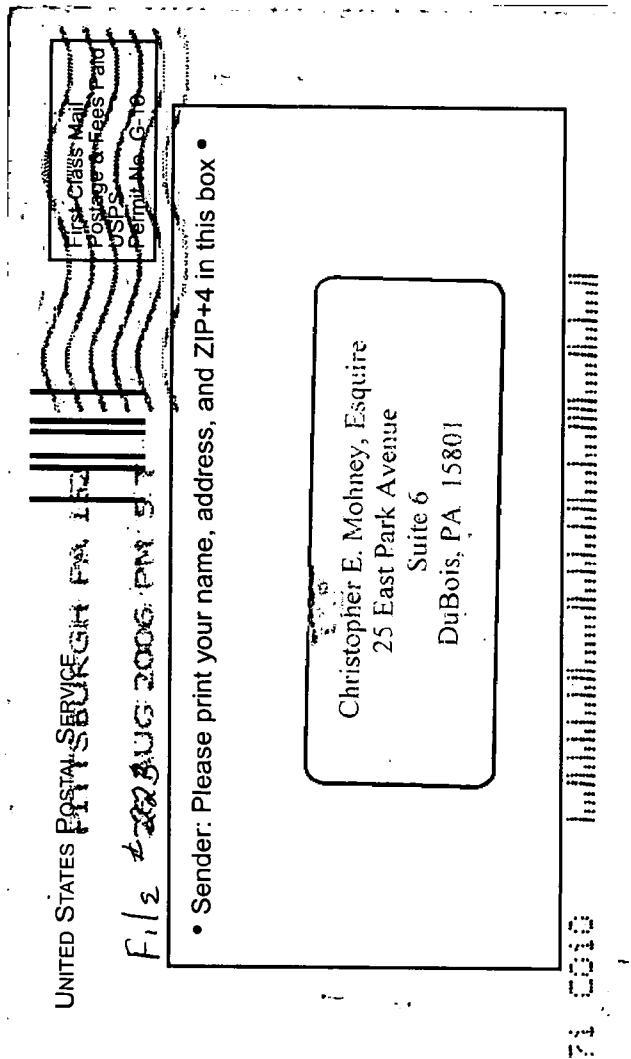
One piece of ordinary mail addressed to:

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Co.  
90 Beaver Drive  
DuBois, PA 15801



PS Form 3817, January 2001



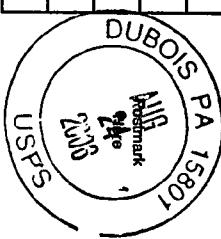


**CERTIFIED MAIL™ RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

<b>OFFICIAL USE</b>	
Postage	\$ 2.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	<b>\$ 4.88</b>



7004	0000	8595	7476
0750			
<b>Sent to</b>			
Randall D. Wells Street Apt. No. 1348 South Street City, State, Zip 15856			
Postage: 2012			
See Reverse for Instructions			

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

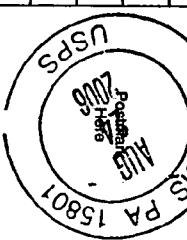
- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an "additional" fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to AP0s and FP0s.

**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

<b>OFFICIAL USE</b>	
Postage	\$ 1.63
Certified Fee	2.40
(Return Receipt Fee Required)	1.85
(Restricted Delivery Fee (Endorsement Required))	
Total Postage & Fees	\$ 4.88



7004	0000	8595	7483
Sent to Tammy L. Kramer a/k/a			
Street: Apt No.: Tammy L. Wells			
or PO Box No. 1348 South Street			
City: State: ZIP: 15856			
Rockton, PA 15856			
See Reverse for Instructions			

PS Form 3810, June 2002

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt services, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to AP0s and FP0s.

FEB 22 2003

**SENDER: COMPLETE THIS SECTION**

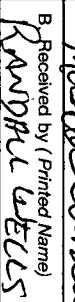
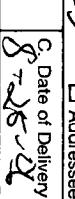
**COMPLETE THIS SECTION ON DELIVERY**

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

1. Article Addressed to:

Tammy L. Kramer a/k/a  
Tammy L. Wells  
1348 South Street  
Rockton, PA 15856

A. Signature  
  
 Agent  
 Addressee

B. Received by (Printed Name)  
  
 C. Date of Delivery  


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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label)	7004 0750 0000 8595 7483
PS Form 3811, February 2004	Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



File # 223

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Christopher E. Mohney, Esquire  
25 East Park Avenue  
Suite 6  
DuBois, PA 15801

F112 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

May be used for insurance and  
protection

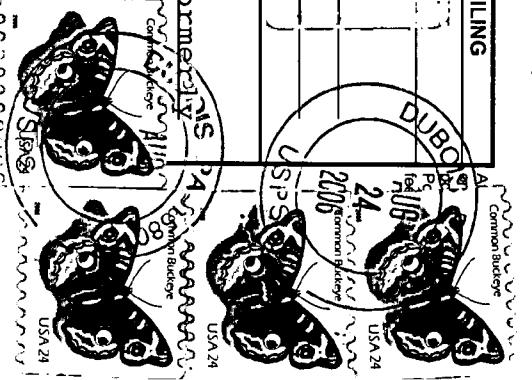
Christopher E. Johnney, Esquire  
25 East Fork Avenue

Suite 6  
DuBois, PA 15801



One piece of ordinary mail addressed to:

First Commonwealth Bank, formerly  
Deposit Bank  
2 E. Long Avenue  
P.O. Box 607A  
DuBois, PA 15801



PS Form 3817, January 2001

file 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR INSURANCE

Received From:

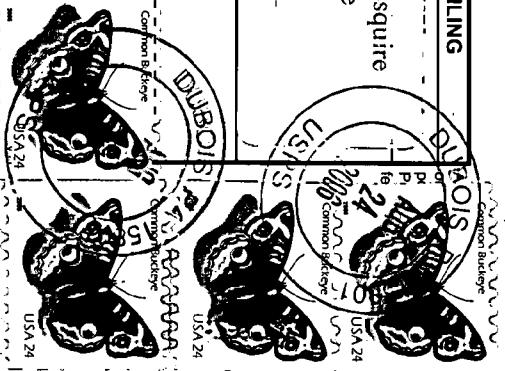
Christopher E. Mohney, Esquire  
25 East Park Avenue

Suite 6

DuBois, PA 15801

One piece of ordinary mail addressed to:

Mark A. Piasio, MD  
Medical Arts Building  
145 Hospital Avenue  
DuBois, PA 15801



PS Form 3817, January 2001

File 223

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR INSURANCE

Received From:

Christopher E. Mohney, Esquire

25 East Turk Avenue

" Suite 6

" DuBois, PA 15801

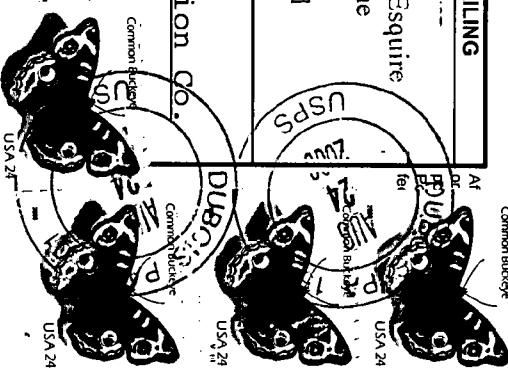
One piece of ordinary mail addressed to:

National Fuel Gas Distribution Co.

1100 State Street

Erie, PA 16501

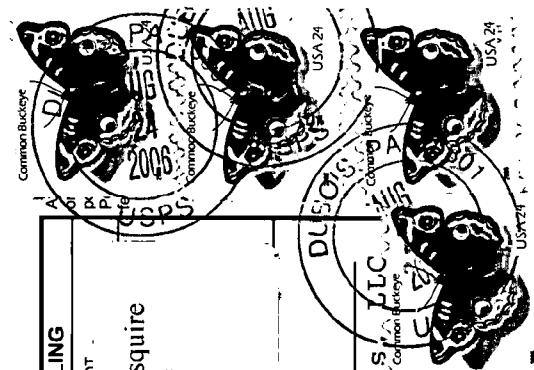
PS Form 3817, January 2001



file 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR FNSU	
Received From:	Christopher E. Mohney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801
One piece of ordinary mail addressed to:	
J. Chad Moore, Esquire Harold, Shepley & Associates, LLC 485 Berlin Plank Road Somerset, PA 15501	

PS Form 3817, January 2001



File 223

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DRAFTS  
PROVIDE FOR INSURANCE

Received From: Christopher E. Mohney, Esquire

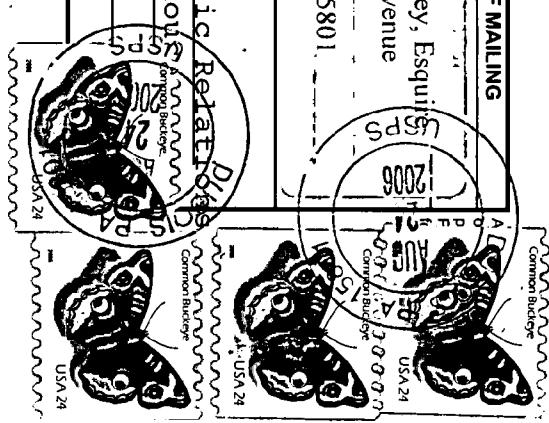
25 East First Avenue

Suite 6

DuBois, PA 15801

One piece of ordinary mail addressed to:

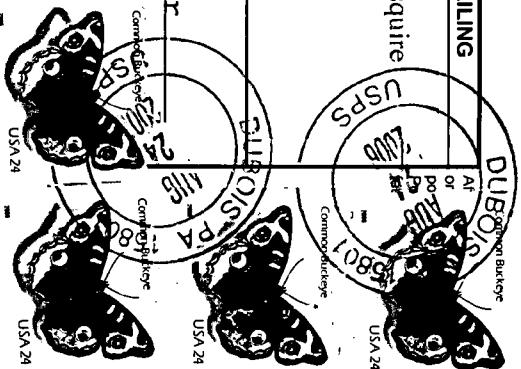
Clearfield County Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830



PS Form 3817, January 2001

File 223

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR PROVIDE FOR INS.	
Received From:	
Christopher E. Mohney, Esquire	
25 East Park Avenue	
Suite 6	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Alexis Stetz, City Treasurer	
16 W. Scribner Avenue	
DUBois, PA 15801	



PS Form 3817, January 2001

F112 223

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

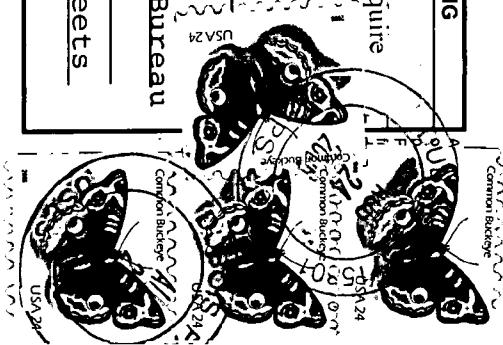
MAY BE USED FOR  
PROVIDE FOR INSURANCE

Received From:

Christopher E. Mohney, Esquire  
25 East Park Avenue  
Suite 6  
DuBois, PA 15801

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830



FILED

2005  
12/22/05  
SAC

Military A. SHOW  
Proprietary/Gear or Goods

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20408  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK  
vs.  
DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, a/k/A TAMMY L. WELLS  
Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/31/2006

LEVY TAKEN 08/23/2006 @ 2:15 PM

POSTED 08/23/2006 @ 2:15 PM

SALE HELD

SOLD TO

WRIT RETURNED 08/22/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
09/03/06  
AUG 22 2007  
W.A.S.  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

08/23/2006 @ 2:15 PM SERVED RANDALL D. WELLS

SERVED RANDALL D. WELLS, DEFENDANT, AT HIS RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY L. WELLS, WIFE/CO-DEFENDANT.

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

08/23/2006 @ 2:15 PM SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS

SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS, DEFENDANT, AT HER RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. KRAMER A/K/TAMMY L. WELLS

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

@ SERVED

NOW, NOVEMBER 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 2007 TO A DATE CERTAIN WITHIN 100 DAYS. SALE WAS CONTINUED TO FEBRUARY 2, 2007.

@ SERVED

NOW, JANUARY 29, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2, 2007 DUE TO BANKRUPTCY FILING .

@ SERVED

NOW, MAY 17, 2007 BILLED ATTORNEY FOR COSTS DUE. JUNE 13, 2007 RECEIVED CHECK FOR BALANCE OF COSTS DUE. AUGUST 22, 2007 PAID COSTS

@ SERVED

NOW, AUGUST 22, 2007 RETURN THE WRIT AS UNSATISFIED THE DEFENDANTS FILLED BANKRUPTCY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20408  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK

VS.

DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, a/k/A TAMMY L. WELLS

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$208.99

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

*Chester Hawkins*  
by Cynthia Butten-Dugan  
Chester A. Hawkins  
Sheriff

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$16,508.92

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prothonotary costs 165.00

BY: William A. Shaw  
William A. Shaw, Prothonotary

DATE: 7/31/06

Received July 31, 2006 @ 3:00PM  
Chester A. Kuehne  
by Cynthia Butler-Cayhenge

FILED

U. S. GOVERNMENT PRINTING OFFICE 1944 10-1250

WILHELM A. STEPHAN  
PRACTICALLY USELESS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20408  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK  
vs.  
DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, a/k/A TAMMY L. WELLS  
Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/31/2006

LEVY TAKEN 08/23/2006 @ 2:15 PM

POSTED 08/23/2006 @ 2:15 PM

SALE HELD

SOLD TO

WRIT RETURNED 08/22/2007

DATE DEED FILED **NOT SOLD**

FILED  
07/31/06  
AUG 22 2006  
LS

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

08/23/2006 @ 2:15 PM SERVED RANDALL D. WELLS

SERVED RANDALL D. WELLS, DEFENDANT, AT HIS RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TAMMY L. WELLS, WIFE/CO-DEFENDANT.

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

08/23/2006 @ 2:15 PM SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS

SERVED TAMMY L. KRAMER A/K/A TAMMY L. WELLS, DEFENDANT, AT HER RESIDENCE 1348 SOUTH STREET, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY L. KRAMER A/K/TAMMY L. WELLS

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

@ SERVED

NOW, NOVEMBER 2, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 3007 TO A DATE CERTAIN WITHIN 100 DAYS. SALE WAS CONTINUED TO FEBRUARY 2, 2007.

@ SERVED

NOW, JANUARY 29, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR FEBRUARY 2, 2007 DUE TO BANKRUPTCY FILING .

@ SERVED

NOW, MAY 17, 2007 BILLED ATTORNEY FOR COSTS DUE. JUNE 13, 2007 RECEIVED CHECK FOR BALANCE OF COSTS DUE. AUGUST 22, 2007 PAID COSTS

@ SERVED

NOW, AUGUST 22, 2007 RETURN THE WRIT AS UNSATISFIED THE DEFENDANTS FILLED BANKRUPTCY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20408  
NO: 04-1485-CD

PLAINTIFF: FIRST COMMONWEALTH BANK, FORMERLY DEPOSIT BANK

vs.

DEFENDANT: RANDALL D. WELLS AND TAMMY L. KRAMER, a/k/A TAMMY L. WELLS

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$208.99

SURCHARGE \$40.00 PAID BY PLAINTIFF

So Answers,

*Chester Hawkins*  
Deputy Sheriff-Clearfield  
Chester A. Hawkins  
Sheriff

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

FIRST COMMONWEALTH BANK, : NO. 04 - 1485 - C.D.  
formerly DEPOSIT BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
RANDALL D. WELLS and TAMMY L. :  
KRAMER, a/k/a TAMMY L. WELLS, :  
DEFENDANTS. :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$16,508.92

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Prothonotary costs 165.00

BY:   
William A. Shaw, Prothonotary

DATE: 7/31/06

Received July 31, 2006 at 3:00pm  
Chester A. Kuehne  
by Cynthia Butler-Cayford

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located at the Northerly line of Township Route T-360, said iron pin also being at the Southwest corner of lands now or formerly of Richard Ellinger; thence along the Southerly line of said Township Route T-360, South 56° 10' West a distance of 300 feet more or less to an iron pin; thence North 24° 30' West a distance of 1,158 feet more or less to a point at the Southerly line of lands now or formerly of the Welty Estate; thence along the Southerly line of said lands now or formerly of the Welty Estate, South 82° 10' East a distance of 267 feet to an iron pin located at the Northwest corner of said lands now or formerly of Richard Ellinger; thence along the Westerly line of said lands now or formerly of Richard Ellinger, South 28° 50' East a distance of 1,020 feet, more or less, to a point and place of beginning. Containing 6.5 acres in accordance with survey prepared by Gary Thurston, Surveyor, attached hereto and made a part hereof.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RANDALL D. WELLS NO. 04-1485-CD

NOW, August 21, 2007, 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 Randall D. Wells And Tammy L. Kramer, A/K/A Tammy L. Wells 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	16,508.92
MILEAGE	15.00	INTEREST @	0.00
LEVY	11.57	FROM TO	
MILEAGE	15.00	ATTORNEY FEES	
POSTING	15.00	PROTH SATISFACTION	
CSDS	10.00	LATE CHARGES AND FEES	
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	5.85	FORECLOSURE FEES	
HANDBILLS	15.00	ATTORNEY COMMISSION	
DISTRIBUTION	25.00	REFUND OF ADVANCE	
ADVERTISING	15.00	REFUND OF SURCHARGE	40.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$16,548.92
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	979.50
BILLING/PHONE/FAX		TAXES - COLLECTOR	
CONTINUED SALES	20.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$208.99	LIEN SEARCH	200.00
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	208.99
REGISTER & RECORDER		LEGAL JOURNAL COSTS	180.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	165.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	80.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,813.49

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

## CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW  
25 EAST PARK AVENUE  
SUITE 6  
DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

November 2, 2006

Via facsimile only 765.5915

Sheriff of Clearfield County  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830  
Attention: Cynthia Aughenbaugh

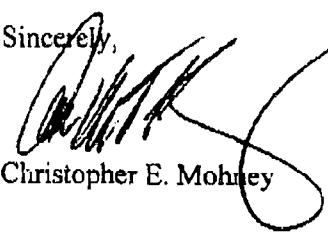
RE: Deposit Bank vs. Randall D. Wells and Tammy L. Kramer  
a/k/a Tammy L. Wells  
No. 2004-1485-C.D.

Dear Cindy:

This morning I was notified that the Wells' filed for Chapter 13 federal bankruptcy relief on November 1, 2006, to Case Number 06-70885 in the United States Bankruptcy Court for the Western District of Pennsylvania. Consequently, pursuant to Pennsylvania Rule of Civil Procedure 3129.3, please postpone the sheriff sale scheduled for Friday, November 3, 2006 at 10:00 a.m. and reschedule it for a date certain within 100 days of November 3, 2006. Please announce the foregoing at the sale set for tomorrow.

Thank you.

Sincerely,

  
Christopher E. Mohney

Copies to: Harold Shepley & Associates, LLC  
Terry Henry

TOTAL P.02

## CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE  
SUITE 6  
DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

January 29, 2007

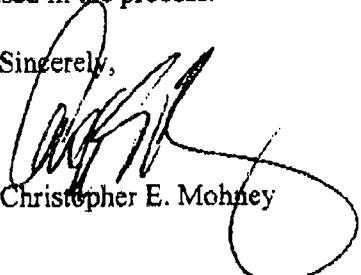
Sheriff of Clearfield County  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830  
Attention: Cynthia Aughenbaugh

RE: Deposit Bank vs. Randall D. Wells and Tammy L. Kramer  
a/k/a Tammy L. Wells  
No. 04-1485-CD

Dear Cindy:

Please cancel the sheriff's sale scheduled for February 2, 2007 at 10:00 a.m., on account of the Wells' having filed for bankruptcy relief. Please return the writ marked unsatisfied and refund any advance costs unused in the process.

Sincerely,



Christopher E. Mohney

Copy to: Terry Henry

TOTAL P.01

**FILED**

**AUG 22 2007**

*William A. Shaw*  
Prothonotary/Clerk of Courts