

04-1786-CD  
NBOC BANK et al. vs. RUSSELL M. DUNNACHIE

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RUSSELL M. DUNNACHIE,

DEFENDANT

NO. 04 -1786-C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: COMPLAINT  
IN FORECLOSURE

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

01/12/04  
NOV 09 2004

2cc Amy

Piff pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

NBOC BANK, now FIRST	:	NO. 04 -	C.D.
COMMONWEALTH BANK,	:		
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PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
RUSSELL M. DUNNACHIE,	:		
	:		
DEFENDANT	:		

**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

NBOC BANK, now FIRST	:	NO. 04 -	C.D.
COMMONWEALTH BANK,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
RUSSELL M. DUNNACHIE,	:		
	:		
DEFENDANT	:		

**COMPLAINT**

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

1. Plaintiff **NBOC BANK, now FIRST COMMONWEALTH 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 **RUSSELL M. DUNNACHIE** is an adult individual with a last known address at 5580S Salford Blvd., North Port, Florida 34287.

3. On December 2, 1994, Defendant executed and delivered to Plaintiff a Mortgage and a Agreement/Note upon the premises hereinafter described, which Mortgage was recorded on December 8, 1994 in Clearfield County Deed and Record Book Volume 1648, page 110. True and correct copies of the Mortgage and

Agreement/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 Defendant on July 9, 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 Defendant and the Defendant has not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendant has 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 RR1, Box 732, Osceola Mills, 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 Agreement/Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

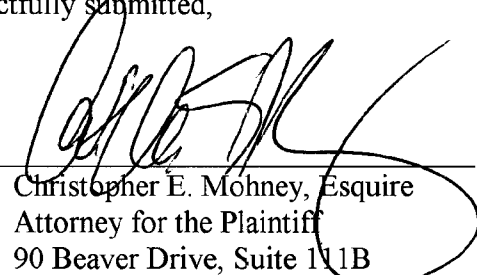
10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Agreement/Note secured thereby is:

Current Balance -	\$4,449.78
Interest payoff (as of 9/30/04) -	\$ 141.56
Late Fees -	\$ <u>-0-</u>
TOTAL:	\$4,591.34

WHEREFORE, Plaintiff demands judgment in the amount of \$4,591.34, plus interest thereon at a per diem rate of \$.9118401 on unpaid principal balance from September 30, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendant **RUSSELL M. DUNNACHIE**.

Respectfully submitted,

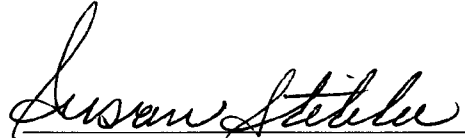
BY: \_\_\_\_\_

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

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, now FIRST COMMONWEALTH 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

## OPEN-END MORTGAGE

(This Mortgage Secures Obligatory Future Advances)

THIS MORTGAGE is made this 2nd day of December, 19 94 between Russell M Dunnachie  
 of RR 1, Box 732, Osceola Mills, PA 16666  
 (whether one or more persons called "Owner") and

NATIONAL BANK OF THE COMMONWEALTH, P. O. Box 400, Indiana, Pennsylvania 15701

, (called "Lender").

WHEREAS, Russell M Dunnachie (whether one or more persons called "Borrower")  
 has been granted a home equity line of credit Account (called the "Account") by Lender with a Credit Limit of \$ 17,000.00,  
 as evidenced by an Account Agreement (called the "Agreement") dated December 2, 19 94; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and

WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;

NOW, THEREFORE, in consideration of the above premises and to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected,

and all easements, rights and appurtenances thereon, located at:

RR1, Box 732, Osceola Mills, PA 16666

Street

Decatur Township, Clearfield County  
 Township/City/Municipality/Borough

County

, Commonwealth of Pennsylvania, (the "Property"),

which was conveyed to Owner by Deed dated July 12, 19 92, and duly recorded in the office for the Recording of Deeds  
 in said County in Deed Book No. 1495, Page 548, Tax Parcel Number (or other Uniform  
 Parcel Identifier, if any) #112-M13-42, as the Property is therein described and, ☒ if checked, as the Property is more particularly described in Exhibit "A,"  
 which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows.

1. THIS IS AN ADVANCE MONEY MORTGAGE — It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.

2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.

4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.

5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.

7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.

8. On default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.

9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.

11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.

12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement.

PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, on written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

Diane Kaspick  
Diane Kaspick

BANCONSUMER FORM PA 108 (Rev. 12/90)

03001052

EXHIBIT

"A"

Russell M Dunnachie (SEAL)

Russell M Dunnachie

(SEAL)



NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit on which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the Account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is: National Bank of the Commonwealth  
On behalf of Lender. PO Box 400, Indiana, PA 15701

By: David R. Bonf Jr. Title: Attorney for Mortgagee  
COMMONWEALTH OF PENNSYLVANIA:

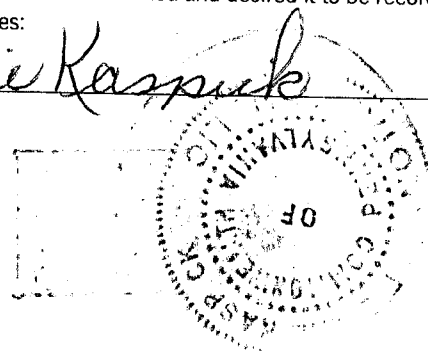
COUNTY OF Clearfield SS

On this, the 2nd day of December, 19 94, before me, Notary Public,  
the undersigned officer, personally appeared Russell M. Dunnachie, known to me (or satisfactorily proven)  
to be the person(s) whose name(s) is subscribed as Owner to the within instrument, and acknowledged  
that he executed the same for the purposes herein contained and desired it to be recorded as such.

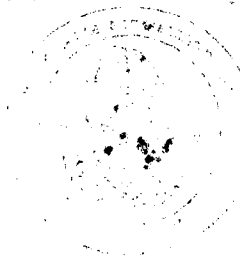
IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

J. Diane Kaspruk  
Title of Officer

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:26 AM 12-8-94  
BY Net B. J. Comm  
FILES 1358  
Recorder



I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

Open-End  
Mortgage

COMMONWEALTH  
OF  
PENNSYLVANIA  
Loan No.

TO

COMMONWEALTH  
OF PENNSYLVANIA  
COUNTY OF )  
) ss:  
)

Recorded on this day

of , A.D. 19 , in

the Recorder's Office of Said County, in Mortgage

Book, Vol. , Page

Given under my hand and seal of the said  
office, the day and year aforesaid.

Recorder

Entered of Record Dec 8 19 94 9:26 AM Karen L. Starck, Recorder

EXHIBIT "A"

ALL that certain piece or parcel of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania, more fully described as follows: \_\_\_\_\_

BEGINNING at the intersection of the West side of the State Highway leading to Brisbin and the North right-of-way of the Pennsylvania Railroad; thence running along the West line of the Highway right-of-way in a Northerly direction Two Hundred Seventy-five (275') feet, more or less, to a point on the said right-of-way line; thence North Sixty-seven degrees Zero minutes West (N 67° 0' W) One Hundred Ninety-seven (197') feet, more or less, along the line of lot intended to be conveyed to Jesse C. Merritt and wife, to an iron post; thence along other lands now or formerly of Melvin Winters, et ux, South Forty-eight degrees Twenty-four minutes West (S 48° 24' W) One Hundred Ten (110') feet, more or less, to the right-of-way line of the Pennsylvania Railroad; thence along said right-of-way line Thirty-five degrees Forty-two minutes East (35° 42' E) Three Hundred Twenty-one (321') feet, more or less, to the place of beginning. CONTAINING Nine-tenths (9/10) of an acre, more or less. \_\_\_\_\_

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Melvin Winters, et ux, dated January 7, 1991, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1382, Page 095. \_\_\_\_\_

UNDER AND SUBJECT to all exceptions, reservations, easements, conditions and restrictions as set forth in the above recited deed by which title to the above described premises became vested in the Mortgagors.

VOL. 1548  
PAGE 111

Date December 2, 1994

Account No. 11-99998510

Authorized Credit Limit \$ 17,000.00

A SEPARATE DISCLOSURE STATEMENT, PART ONE AND PART TWO, HAS BEEN GIVEN TO BORROWER WITH AND IS PART OF THIS AGREEMENT. THE DISCLOSURE STATEMENT, PART ONE AND PART TWO, AND THIS AGREEMENT SHOULD BE READ TOGETHER AS ONE DOCUMENT.

As used in this Agreement, the following definitions apply: "Borrower" means each person signing this Agreement as a Borrower, individually, and, if more than one Borrower signs, all Borrowers, collectively.

Russell M Dunnachie

"Lender" means

NATIONAL BANK OF THE COMMONWEALTH, P.O. Box 400, Indiana, Pennsylvania 15701

and any person or institution to whom the Lender assigns its interest in this Agreement.

"Mortgaged Property" means the real estate located at RR1, Box 732, Osceola Mills, PA 16666

upon which the Owners have given the Lender a Mortgage to secure payment and performance of Borrower's obligations under this Agreement.

"Owner" means each person signing the Mortgage on the Mortgaged Property, individually, and, if more than one Owner signs, all Owners, collectively. One or more Owners may also be Borrowers.

"Account" means the revolving loan Account which is the subject of this Agreement.

"Authorized Credit Limit" means the total dollar amount of credit available to Borrower on the Account, and is stated above.

"Termination" of the Account means that Borrower will no longer be permitted to obtain loans or advances of credit on the Account. Termination affects the Account permanently.

"Billing Cycle" means the interval between the dates each month when the monthly billing statement is prepared.

**GENERAL DESCRIPTION OF THE ACCOUNT.** This Account is a revolving loan account secured by a Mortgage on the Mortgaged Property. During the Draw Phase, Borrower may obtain loans on the Account in the ways described in the "Advances of Credit" section of the Disclosure Statement-Part One, up to the Authorized Credit Limit. Loans will be added to the balance on the Account to be repaid by monthly payments. As the balance on the Account is repaid, the credit will again be made available to Borrower, up to the Authorized Credit Limit. Any balance remaining on the Account at the end of the Draw Phase will be repaid during the Repayment Phase, but no further loans will be made during the Repayment Phase. The Draw Phase will begin after Lender notifies Borrower that the credit has been approved and the Borrower's and, if applicable, Owner's right to cancel the Agreement has expired.

Interest will be charged on the outstanding principal balance at a rate that may change from time to time. The method of calculating the interest is described in the Disclosure Statement-Part One.

**BORROWER'S PROMISE.** Borrower promises to repay any extensions of credit and proper charges to the Account, with interest calculated in accordance with this Agreement. During the Draw Phase and the Repayment Phase, so long as any amount due on this Account remains unpaid, Borrower will pay each month at least the minimum payment due within 15 days of the billing date. The method of calculating the minimum payment is described in the Disclosure Statement-Part One. Borrower will pay all other fees, costs and charges required by this Agreement, including all costs incurred and a reasonable attorney's fee of not less than 15% of the amount due, if Lender files suit or takes other legal action to collect the amount due on the Account, or to protect any collateral securing the Account. Borrower promises to repay, upon demand, any extension of credit on the Account to the extent that the outstanding principal balance on the Account exceeds the Authorized Credit Limit; payment under this sentence will be due in addition to the minimum payment due on the Account. If the Lender temporarily prohibits further extensions of credit, Borrower promises to continue to make the minimum payments due on the Account, unaffected by the temporary prohibition.

**MATERIAL OBLIGATIONS.**

- Borrower will use the Mortgaged Property only for personal, family and household purposes as Borrower's principal dwelling.
- Borrower will make all payments on the Account when due, and will make the payments at the place and in the manner set forth on the billing statements.
- Borrower will pay, or cause to be paid, all taxes and assessments (including condominium or similar assessments, if applicable) which may obtain priority over the Mortgage, when and as they become due.
- Borrower will cause the improvements existing on the Mortgaged Property to be insured against loss by fire and other hazards and casualties, including Flood Insurance, if applicable, with an insurance company acceptable to Lender. All policies shall be in a form acceptable to Lender and shall name Lender a "loss-payee" or "additional loss-payee," as appropriate, and provide that Lender be given not less than 10 days written notice prior to cancellation or reduction of coverage.
- Borrower will pay or perform all obligations under any mortgage or security agreement on the Mortgaged Property which has priority over the Mortgage securing this Account.
- Borrower will keep, or cause to be kept, the Mortgaged Property in good order and repair, shall not permit waste or deterioration of the Mortgaged Property and shall not use or allow the Mortgaged Property to be used for any illegal purpose. If the Mortgaged Property is a condominium or part of a planned unit development, Borrower shall comply, or caused to be complied, with all by-laws, regulations or restrictions of record.

(g) Borrower will permit, or cause to be permitted, inspections of the Mortgaged Property by agents of Lender, upon reasonable notice.

(h) Borrower will not sell, give or transfer ownership of the Mortgaged Property or any right therein, or permit such sale, or transfer, in whole or in part, without Lender's prior written consent.

(i) Borrower will not commit fraud or make any misrepresentations in connection with the Account, any personal financial statements, appraisals, or other information provided to Lender during the term of the Account.

(j) Borrower will not enter into or be placed into Bankruptcy.

**FEES AND CHARGES.**

**CLOSING COSTS:** To open and maintain the Account, Borrower must pay certain fees and charges which are itemized in the Disclosure Statement-Part One.

**ADVANCES OF CREDIT.** Each Borrower agrees that any one or more Borrowers may obtain loans on the Account without the consent or signature of any other Borrower, for any purpose. All loans obtained by any Borrower, and all other charges to the Account as to which any Borrower agrees, shall be proper charges to the Account.

Borrower may obtain loans on the Account in the ways described in the Disclosure Statement-Part One.

Lender is not responsible if, for any reason, anyone fails or refuses to honor any device Lender provides to the Borrower to obtain loans on the Account, or if any automated teller machine (if applicable) fails to operate or operates improperly at the time the Borrower attempts to obtain a cash advance. Any claim that the Borrower has against a third party must be resolved directly with that party.

**PREPAYMENT.** Borrower may prepay the outstanding balance on the Account, in whole or in part, without penalty.

A payment on the Account in any Billing Cycle of an amount greater than the minimum monthly payment due, but less than the entire outstanding balance, will be considered a partial prepayment.

A partial prepayment will be applied to reduce the outstanding balance on the Account, but will not postpone the minimum monthly payment due the following month and will not change the way it is computed.

**LENDER'S OBLIGATION TO EXTEND CREDIT.** Lender agrees:

- during the Draw Phase, to extend credit on the Account in response to any proper request for credit made by Borrower; and
- during the first Billing Cycle of the Repayment Phase, to extend credit on the Account in response to any proper request for credit made by Borrower, if the proper request was initiated and dated during the Draw Phase.

A request for credit shall not be considered a proper request if:

- it would cause the outstanding balance on the Account to exceed the Authorized Credit Limit; or
- it is received by the Lender, initiated or dated during a time when the Account is terminated in accordance with the "Termination" section of this Agreement; or
- it is received by the Lender, initiated or dated during a time when further extensions of credit are prohibited under the "Prohibition of Additional Extensions of Credit" section of the Disclosure Statement - Part Two; or
- it is not made in accordance with the "Advances of Credit" section of this Agreement.

In the event of Borrower's death or legal incapacity, a request for credit by Borrower will be a proper request if the loan is made and posted to Borrower's Account before Lender receives written notice of the death or incapacity.

**THE ADDITIONAL TERMS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.**

**ACKNOWLEDGMENT OF RECEIPT.** Each person signing this Agreement acknowledges receipt of a completed copy of this Agreement.

Borrower's Name and Address Russell M Dunnachie, RR1, Box 732, Osceola Mills, PA 16666

**INTENT TO BE LEGALLY BOUND.** Each Borrower signing this Agreement intends to be legally bound by its terms, including the terms stated in the Disclosure Statement. Lender, by approving the credit and establishing the Account, has evidenced its intent to be legally bound by the terms of this Agreement.

Borrower Russell M Dunnachie Date 12/2/94 Borrower \_\_\_\_\_ Date \_\_\_\_\_

Each Owner signing this Agreement, who is not a Borrower and does not have the right to obtain loans on the Account, is agreeing only to be legally bound by the terms of the Agreement and the Disclosure Statement relating to the Mortgage and to the Mortgaged Property; the Owner's liability is limited to the Owner's interest in the Mortgaged Property.

Owner \_\_\_\_\_

Date \_\_\_\_\_

Owner \_\_\_\_\_

Date \_\_\_\_\_

**OTHER PROPER CHARGES TO THE ACCOUNT.** Lender may, at its option, extend credit on the Account in response to any other request for credit made by Borrower at any time. Such extensions of credit shall also be considered proper charges to the Account.

**AMENDMENTS OF THE TERMS OF THE ACCOUNT.** Lender may amend the terms of the Account by prior notice to Borrower under the following circumstances:

- (1) If the index on which changes in the Annual Percentage Rate are based no longer is published or is otherwise unavailable, Lender may change the index and margin used. Lender will choose a new index that has an historical movement substantially similar to that of the original index, and the new margin will be chosen so that the new margin and index would result in an Annual Percentage Rate substantially similar to the rate in effect at the time the original index becomes unavailable.
- (2) Lender may make an insignificant change in the terms of the Account if permitted by federal law.
- (3) Lender may make a change in the terms of the Account which will benefit Borrower.

Any other amendment of the terms of the Account must be contained in a written agreement between Lender and Borrower.

**STATEMENTS.** Lender will mail to Borrower a periodic statement of the Account at the end of each Billing Cycle, unless such a statement is not required by law. The statement will show the activity in the Account during the Billing Cycle. Unless Borrower notifies Lender in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by Borrower. If there is more than one Borrower, each agrees that if the statement is sent to and accepted by any Borrower, it shall be considered correct as to and accepted by all Borrowers.

**SECURITY.** To secure the payment of sums due on this Account, Borrower and/or Owner have executed a Mortgage in Lender's favor dated the same date as this Agreement. Lender hereby waives (gives up) its security interest in the Mortgaged Property as to any extension of credit to the extent that it would cause the outstanding balance to exceed the Authorized Credit Limit. Borrower also grants Lender a security interest in:

- (1) Any of Borrower's property which is in Lender's possession at any time.
  - (2) All credit insurance proceeds and return insurance premiums which any Borrower elects to obtain.
  - (3) All proceeds of insurance which Lender requires Borrower to obtain on the Mortgaged Property in accordance with the Mortgage and/or this Agreement.
- Collateral securing other obligations to Lender may also secure the payment of this Account.

**TERMINATION.** If this Account is terminated, Borrower shall no longer have the right to obtain loans from or make any charges to the Account, and Lender shall no longer be obligated to make advances on the Account. If Lender, at its option, chooses to make further advances on the Account, such advances, shall be proper charges to the Account for which Borrower shall be liable to repay. If the Account is terminated, unless Lender exercises its right to require the balance to be paid sooner, the day following the last day of the Billing Cycle in which the termination occurs shall be the first day of the Repayment Phase of the Account.

**COLLECTION COSTS.** Borrower agrees to pay all court costs and fees, as well as reasonable attorney's fees, as permitted by law, incurred in connection with any action instituted to collect on this Account or to protect any Collateral securing the Account.

**PAYMENT MARKED "PAYMENT IN FULL."** Borrower agrees not to submit any checks to Lender in payment of Borrower's Account marked "Payment in Full" unless the amount of the check is at least equal to the total balance then owing on Borrower's Account. If Borrower does submit a check to Lender marked "Payment in Full" for a sum less than the balance due on the Account, Lender may accept the check in partial payment of the balance due on the Account, and not be bound by the "Payment in Full" notation. Lender will not be deemed to have waived its rights to full payment of the balance due on the Account by accepting such check.

**DELAY IN ENFORCEMENT.** Lender can delay enforcing any of its rights under this Agreement without losing them. Any waiver by Lender of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

**CHANGE OF ADDRESS AND NOTICES.** Borrower agrees to notify Lender immediately in writing of any change in Borrower's address. All notices and monthly statements will be delivered to Borrower at Borrower's last address appearing in Lender's records. Notices sent to that address will be effective for all purposes under this Agreement. If Borrower sends a notice or letter to Lender, it must be sent to Lender at the address appearing on the most recent billing statement.

Borrower waives any presentment, demand, protest, notice of protest and dishonor and any other notice to which Borrower may be entitled and may, by law, be waived.

**JOINT AND SEVERAL OBLIGATION.** Each Borrower who signs this Agreement, and the heirs and personal representatives of each, will be equally responsible, individually and together, for payment of the total amount owed.

**ASSIGNMENTS.** Borrower may not assign or otherwise transfer Borrower's rights and privileges under this Agreement.

Lender may assign any and all of its rights and obligations under this Agreement and the Mortgage at any time without Borrower's consent. The person(s) to whom Lender assigns this Agreement and Mortgage shall be entitled to all of Lender's rights and be subject to all Lender's obligations under this Agreement and the Mortgage. None of Borrower's rights shall be affected by such assignment.

#### **SPECIAL CHECKS.**

**OWNERSHIP OF CHECKS.** The Special Checks are at all times Lender's property. Borrower agrees to return all unused Special Checks to Lender upon Lender's request or upon termination of this Agreement by either party. When the Special Checks have been paid by Lender, Lender has no obligation to return them to Borrower.

**PROHIBITION OF PAYMENT WITH SPECIAL CHECKS.** Borrower agrees not to make payment to Lender on this Account with a Special Check furnished by Lender under this Agreement.

**POSTDATED, STALE DATED, CERTIFIED, AND STOP PAYMENT OF CHECKS.** Procedures, laws, and fees applicable to comparable transactions on regular checking accounts shall apply to Special Checks under this Agreement with respect to postdated checks, stale dated checks, certifying checks and stop payment orders. Borrower agrees not to issue postdated Special Checks. Certified Special Checks will be posted to the Account on the day the Special Check is certified.

**SEVERABILITY.** If it is determined for any reason that a part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision of this Agreement. This Agreement will then read as if the invalid or unenforceable part were not there.

**ENTIRE AGREEMENT.** This Agreement, the Disclosure Statement, any Rider hereto, the Mortgage, and the Application Form related to this loan contain the entire agreement between Lender and Borrower. This Agreement supersedes all previous agreements, oral or written, between the parties relating to this Home Equity Line of Credit.

**WARRANTIES AND REPRESENTATIONS.** Borrower warrants and represents that the (Collateral) funds are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and Borrower will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

Borrower agrees to promptly inform Lender of any proposed proceedings or actual proceeding which would subject the (Collateral) funds to forfeiture to any government body.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent that such laws have been pre-empted or superseded by federal law.

Date: July 8, 2004

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

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Russell M. Dunnachie

PROPERTY ADDRESS: RR 1 Box 732, Osceola Mills PA 16666

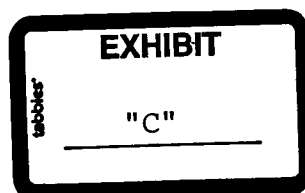
LOAN ACCT. NO.: 1199998510

ORIGINAL LENDER: NBOC Bank

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: -RR 1 Box 732, Osceola Mills PA 16666

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: **April through June 2004 totaling \$300.00**

Other charges (explain/itemize): **Late fees of \$0.00**

**TOTAL AMOUNT PAST DUE: \$300.00**

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 \$300.00, 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 three (3) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** NBOC Bank

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

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

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

**Contact Person:** Ray Clawson

**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

**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:

Russell M. Dunnachie  
5580 S Salford Blvd  
North Port FL

34287

2. Article Number

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Hazel E. Dunnachie* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

HAZEL E. DUNNACHIE 7-20-04

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

If YES, enter delivery address below: ☐ No

P.O. Box 7755

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 0750 0003 8519 6872

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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)

*Attn: James Oswald FCP-4*

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

9

Sent To

Russell M. Dunnachie

Street, Apt. No.,  
or PO Box No.

5580 S Salford Blvd

City, State, ZIP+4

North Port FL 34287

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT

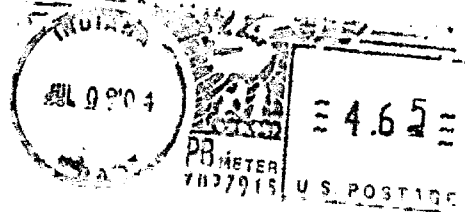
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"D"

**CERTIFIED MAIL™**



7004 0750 0003 8519 6889



RUSSELL M DUNNACHIE  
RR 1 BOX 732  
OSCEOLA MILLS PA 16666

1st NOTICE 7-10  
2nd NOTICE \_\_\_\_\_  
RETURNED \_\_\_\_\_

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

**RTS**  
RETURN TO SENDER

*[Handwritten signature]*

7004 0750 0003 8519 6889

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)

*Alma Jami Oswalt Fepul*

Postage	\$ 1.60
Certified Fee	2.50
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark Here

Sent To *Russell m Dunnachie*  
Street, Apt. No. or PO Box No. *RR 1 Box 732*  
City, State, ZIP+4 *Osceola Mills PA 16666*

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE ADDRESS, FOLD AT DOTTED 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:

Russell M. Dunnachie  
RR1 Box 73a  
Osceola Mills PA  
16666

**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

2. Article Number

(Transfer from service label)

7004 0750 0003 8519 6889

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

VOL. 1495 PAGE 548

WARRANTY DEED - 1998

FLANSHIPORN CO., WILLIAMSPORT, PA.

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

**This Deed,**MADE the 12th day of Julyin the year nineteen hundred and ninety-two.

BETWEEN MELVIN WINTERS and ELLEN L. WINTERS, his wife, both of R. D. 1, Box 621B, Osceola Mills, PA. 16666; STANLEY H. WINTERS and CHARLOTTE WINTERS, his wife, both of R. D. 1, Box 531, Osceola Mills, PA. 16666; MINERVA MURAWSKI and FRANCIS P. MURAWSKI, her husband, both of 182 Riverdale Avenue, Buffalo, NY 14207; BEVERLY LUTZ and MICHAEL M. LUTZ, her husband, both of R. D. 1, Box 696A, Osceola Mills, PA. 16666; BRADLEY WINTERS and DONNA J. WINTERS, his wife, both of 411 Byerle Circle, Tampa, FL 3614, and TWILA LATOSKY and WASCO LATOSKY, her husband, both of R. R. 1, Box 681, Houtzdale, PA. 16651, Grantors and Parties of the First Part;

AND

RUSSELL M. DUNNACHIE, of 420 Third Street, Bangor, PA. 18013, Grantee and Party of the Second Part.

WITNESSETH, That in consideration of

TWENTY-FOUR THOUSAND AND 00/100 (\$24,000.00) DOLLARS \_\_\_\_\_ Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors - do hereby grant  
and convey to the said grantee, - his heirs and assigns. -

ALL that certain piece or parcel of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania, more fully described as follows:

BEGINNING at the intersection of the West side of the State Highway leading to Brisbin and the North right-of-way of the Pennsylvania Railroad; thence running along the West line of the Highway right-of-way in a Northerly direction Two Hundred Seventy-five (275') feet, more or less, to a point on the said right-of-way line; thence North Sixty-seven degrees Zero minutes West (N 67° 0' W) One Hundred Ninety-seven (197') feet, more or less, along the line of lot intended to be conveyed to Jesse C. Merritt and wife, to an iron post; thence along other lands now or formerly of Melvin Winters, et ux, South Forty-eight degrees Twenty-four minutes West (S 48° 24' W) One Hundred Ten (110') feet, more or less, to the right-of-way line of the Pennsylvania Railroad; thence along said right-of-way line Thirty-five degrees Forty-two minutes East (35° 42' E) Three Hundred Twenty-one (321') feet, more or less, to the place of beginning. CONTAINING Nine-tenths (9/10) of an acre, more or less.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Melvin Winters, et ux, dated January 7, 1991, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1382, Page 095.

EXHIBIT

tabbler

"E"

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

Plaintiff,

vs.

RUSSELL M. DUNNACHIE,

Defendant.

: NO. 04 - 1786 - C.D.  
:  
: Type of Case: MORTGAGE  
: FORECLOSURE  
:  
: Type of Pleading:  
: AFFIDAVIT OF SERVICE  
:  
: 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

EGK  
FILED  
m/14/201  
DEC 06 2004  
NO  
CC

William A. Shaw  
Prothonotary/Clerk of Courts

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

Plaintiff,

vs.

RUSSELL M. DUNNACHIE,

Defendant.

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:

NO. 04 - 1786 - C.D.

**AFFIDAVIT OF SERVICE**

*COMMONWEALTH OF PENNSYLVANIA* :

: *SS.*

*COUNTY OF CLEARFIELD* :

:

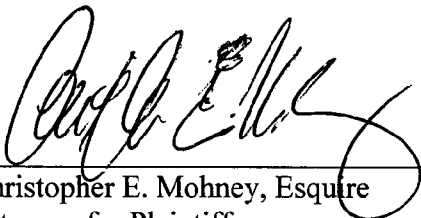
I, CHRISTOPHER E. MOHNEY, ESQUIRE, being duly sworn according to law,  
deposes and says:

1. On November 17, 2004, I mailed a certified true and correct copy of the Complaint in mortgage foreclosure by certified mail, return receipt requested, to Defendant, RUSSELL M. DUNNACHIE at 5580 S Salford Blvd., North Port, Florida, 34287. The mailing was sent restricted delivery.

2. Defendant RUSSELL M. DUNNACHIE'S attorney in fact, HAZEL E. DUNNACHIE, signed the return receipt upon delivery and the receipt, attached hereto as Exhibit "A", was returned by the Post Office on December 1, 2004.

I make these statements pursuant to 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities and understand that false statement may subject me to criminal penalties under that statute.

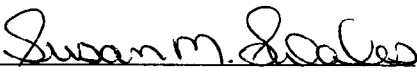
By:

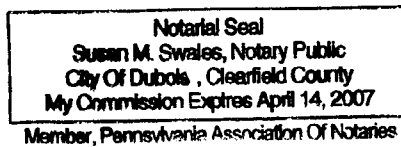
  
Christopher E. Mohny, Esquire  
Attorney for Plaintiff

Sworn to and Subscribed

before me this 3<sup>rd</sup> day of

December, 2004.

  
Notary Public





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

255E E442 0000 046T 1002

Postage	\$ 1.06
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.50
<b>Total Postage &amp; Fees</b>	<b>\$ 8.61</b>



Sent To  
 Mr. Russell M. Dunnachie  
 Street, Apt. No.,  
 or PO Box No. 5580 S Salford Blvd  
 City, State, ZIP+4 North Port FL 34287

PS Form 3800, January 2001

See Reverse for Instructions

**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:

Mr. Russell M. Dunnachie  
 5580 S Salford Blvd.  
 North Port, FL 34287

"Had. Power of ATTY"

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x Hazel E Dunnachie Agent  
☐ Address

B. Received by (Printed Name)

HAZEL E DUNNACHIE 11-27-04

C. Date of Delivery

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

P.O. BOX 7755  
 NORTH PORT FL  
 34287-0755

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)

7001 1940 0000 7443 3357

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03/4081

EXHIBIT "A"

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RUSSELL M. DUNNACHIE,

DEFENDANT

: NO. 04 - 1786 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

MAR 02 2005

0/8:50/1m  
William A. Shaw

Prothonotary/Clerk of Courts  
NO COPY  
NOTICE TO DEB

STATEMENT TO ATR

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

NBOC BANK, now FIRST	:	NO. 04 - 1786 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RUSSELL M. DUNNACHIE,	:	
	:	
DEFENDANT	:	

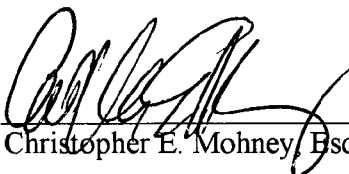
**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM SHAW, PROTHONOTARY

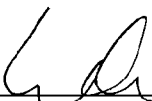
Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$4,449.78
2.	Interest payoff:	<u>\$ 141.56</u>
	TOTAL:	\$4,591.34

The undersigned certifies that written notice of intention to file this Praeipie for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on January 13, 2005 as required by Pa. R.C.P. Rule 237.1.

BY:   
Christopher E. Mohnhey Esquire

NOW, this 2<sup>nd</sup> day of March, 2005, damages are assessed in the amount of \$4,591.34.

  
William Shaw, Prothonotary

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

Plaintiff,

VS.

RUSSELL M. DUNNACHIE,

Defendant.

NO. 04-1786-CD

TO: RUSSELL M. DUNNACHIE  
c/o Rodney L. Dillon, P.A..  
2831 Ringling Blvd., 2Suite 210D  
Sarasota, Florida 34237-5352

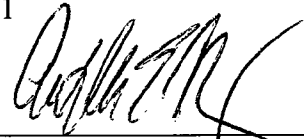
DATE OF NOTICE: January 13, 2005

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 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. Mohnhey, 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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

Plaintiff,

VS.

RUSSELL M. DUNNACHIE,

Defendant.

NO. 04-1786-CD

TO: RUSSELL M. DUNNACHIE  
5580 South Salford Blvd.  
Northport, Florida 34287

DATE OF NOTICE: January 13, 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 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:

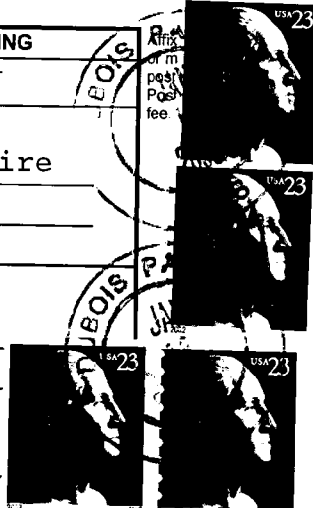
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY: 

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

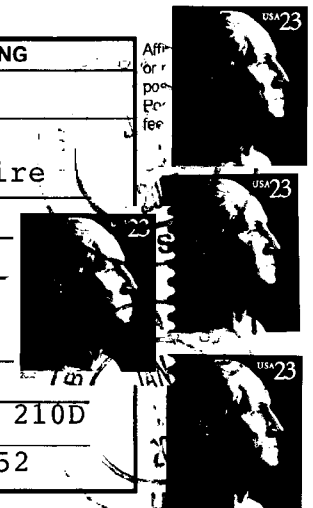
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohny, Esquire	
90 Beaver Drive, Suite 111B	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Russell M. Dunnachie	
5580 South Salford Blvd.	
Northport, Florida 34287	

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. Mohny, Esquire	
90 Beaver Drive, Suite 111B	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Russell M. Dunnachie	
c/o Rodney L. Dillon, P.A.	
2831 Ringling Blvd., 2Suite 210D	
Sarasota, Florida 34237-5352	

PS Form 3817, January 2001



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

NBOC BANK, now FIRST	:	NO. 04 - 1786 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RUSSELL M. DUNNACHIE,	:	
	:	
DEFENDANT	:	

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$4,591.34 on March 2, 2005.

WILLIAM SHAW, PROTHONOTARY

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

MAILED TO 2 ADDRESSES



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

NBOC Bank  
First Commonwealth Bank  
Plaintiff(s)

No.: 2004-01786-CD

Real Debt: \$4,591.34

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Russell M. Dunnachie  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 2, 2005

Expires: March 2, 2010

Certified from the record this March 2, 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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RUSSELL M. DUNNACHIE,

DEFENDANT

NO. 04 - 1786 C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: PRAECIPE  
FOR WRIT OF EXECUTION

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



MAR 02 2005

0/9:15/12  
William A. Shaw

Prothonotary/Clerk of Courts

6 Writs to Sheriff

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

NBOC BANK, now FIRST	:	NO. 04 - 1786 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RUSSELL M. DUNNACHIE,	:	
	:	
DEFENDANT	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendant in the above captioned matter; and
3. Index this Writ against the Defendant and as a Lis Pendens against real property of the Defendant described on Schedule "A" attached hereto;

4. Amount due: \$4,591.34

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

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

**Prothonotary costs \$125.00**

BY:   
Christopher E. Mohnhey, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania, more fully described as follows:

BEGINNING at the intersection of the West side of the State Highway leading to Brisbin and the North right-of-way of the Pennsylvania Railroad; thence running along the West line of the Highway right-of-way in a Northerly direction Two Hundred Seventy-five (275') feet, more or less, to a point on the said right-of-way line; thence North Sixty-seven degrees Zero minutes West (N 67° 0' W) One Hundred Ninety-seven (197') feet, more or less, along the line of lot intended to be conveyed to Jesse C. Merritt and wife, to an iron post; thence along other lands now or formerly of Melvin Winters, et ux, South Forty-eight degrees Twenty-four minutes West (S 48° 24' W) One Hundred Ten (110') feet, more or less, to the right-of-way line of the Pennsylvania Railroad; thence along said right-of-way line Thirty-five degrees Forty-two minutes East (35° 42' E) Three Hundred Twenty-one (321') feet, more or less, to the place of beginning. CONTAINING Nine-tenths (9/10) of an acre, more or less.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Melvin Winters, et ux, dated January 7, 1991, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1382, Page 095.

SCHEDULE "A"

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

NBOC BANK, now FIRST	:	NO. 04 - 1786 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RUSSELL M. DUNNACHIE,	:	
	:	
DEFENDANT	:	

**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: \$4,591.34

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

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

**Prothonotary costs** \$125.00

BY:   
William Shaw, Prothonotary

DATE: March 2, 2005

ALL that certain piece or parcel of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania, more fully described as follows:

BEGINNING at the intersection of the West side of the State Highway leading to Brisbin and the North right-of-way of the Pennsylvania Railroad; thence running along the West line of the Highway right-of-way in a Northerly direction Two Hundred Seventy-five (275') feet, more or less, to a point on the said right-of-way line; thence North Sixty-seven degrees Zero minutes West (N 67° 0' W) One Hundred Ninety-seven (197') feet, more or less, along the line of lot intended to be conveyed to Jesse C. Merritt and wife, to an iron post; thence along other lands now or formerly of Melvin Winters, at ux, South Forty-eight degrees Twenty-four minutes West (S 48° 24' W) One Hundred Ten (110') feet, more or less, to the right-of-way line of the Pennsylvania Railroad; thence along said right-of-way line Thirty-five degrees Forty-two minutes East (35° 42' E) Three Hundred Twenty-one (321') feet, more or less, to the place of beginning. CONTAINING Nine-tenths (9/10) of an acre, more or less.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Melvin Winters, et ux, dated January 7, 1991, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1382, Page 095.

SCHEDULE "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20116  
NO: 04-1786-CD

PLAINTIFF: NBOC BANK, NOW FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: RUSSELL M. DUNNACHIE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/02/2005

LEVY TAKEN 05/11/2005 @ 9:05 AM

POSTED 05/11/2005 @ 9:05 AM


SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/14/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
01/10:35 AM  
JAN 16 2006  


William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

05/13/2005 @ SERVED RUSSELL M. DUNNACHIE

SERVED RUSSELL M. DUNNACHIE, DEFENDANT, BY CERT & REG MAIL TO 5580 SOUTH SALFORD BLVD, NORTHPORT, FL 34287 CERT #70033110000193801296. REG & CERT MAIL WERE RETURNED TO SHERIFF'S OFFICE UNCLAIMED.

05/13/2005 @ SERVED RUSSELL M. DUNNACHIE

SERVED RUSSELL M. DUNNACHIE, DEFENDANT, BY CERTIFIED MAIL TO 2831 RINGLING BLVD., SARASOTA, FL CERT #70033110000193800725 SIGNED FOR BY ANN BURNETTE UNKNOWN DATE WITH

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

@ SERVED

NOW, MAY 16, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR JULY 01, 2005 BECAUSE THE DEFENDANTS HAVE CURED THE DEFAULT.

@ SERVED

NOW, JANUARY 14, 2006 RETURN WRIT AS NO SALE HELD THE PLAINTIFF'S ATTORNEY CANCELED THE SALE. THE DEFAULT WAS CURED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20116  
NO: 04-1786-CD

PLAINTIFF: NBOC BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RUSSELL M. DUNNACHIE

Execution REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$181.14

SURCHARGE \$20.00 PAID BY PLAINTIFF

So Answers,

  
Deputy Commonwealth Attorney  
Chester A. Hawkins  
Sheriff



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

NBOC BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RUSSELL M. DUNNACHIE,

DEFENDANT

NO. 04 - 1786 C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

**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: \$4,591.34

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

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

Prothonotary costs \$ 125.00

BY:

  
William Shaw, Prothonotary

DATE: March 2, 2005

Received March 2, 2005 @ 2:30 P.M.  
Chester A. Hunkins  
By Cynthia Butler-Caplan

ALL that certain piece or parcel of land situate in Ashland Village, Township of Decatur, County of Clearfield, and State of Pennsylvania, more fully described as follows:

BEGINNING at the intersection of the West side of the State Highway leading to Brisbin and the North right-of-way of the Pennsylvania Railroad; thence running along the West line of the Highway right-of-way in a Northerly direction Two Hundred Seventy-five (275') feet, more or less, to a point on the said right-of-way line; thence North Sixty-seven degrees Zero minutes West (N 67° 0' W) One Hundred Ninety-seven (197') feet, more or less, along the line of lot intended to be conveyed to Jesse C. Merritt and wife, to an iron post; thence along other lands now or formerly of Melvin Winters, et ux, South Forty-eight degrees Twenty-four minutes West (S 48° 24' W) One Hundred Ten (110') feet, more or less, to the right-of-way line of the Pennsylvania Railroad; thence along said right-of-way line Thirty-five degrees Forty-two minutes East (35° 42' E) Three Hundred Twenty-one (321') feet, more or less, to the place of beginning. CONTAINING Nine-tenths (9/10) of an acre, more or less.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Melvin Winters, et ux, dated January 7, 1991, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1382, Page 095.

SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RUSSELL M. DUNNACHIE

NO. 04-1786-CD

NOW, January 14, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Russell M. Dunnachie 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:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	16.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	14.94
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$181.14</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	4,591.34
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$4,611.34</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	181.14
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$306.14</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

7003 3110 0001 9380 0725

2. Article Number  
(Transfer from service label)RUSSELL M. DUNNACHIE  
C/O RODNEY L. DILLON, P.A.  
2831 RINGLING BLVD., SUITE 2100  
SARASOTA, FL 34237-5352

1. Article Addressed to:

- 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.

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

A. Signature <i>[Signature]</i>		B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee			
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.			
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No			

See Reverse for Instructions

PS Form 3800, June 2002

Sent To	RUSSELL M. DUNNACHIE C/O RODNEY L. DILLON, P.A. 2831 RINGLING BLVD., SUITE 2100 SARASOTA, FL 34237-5352
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	



Postage	\$ 6.00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

OFFICIAL USE

For delivery information visit our website at www.usps.com®

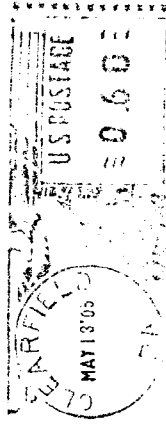
(Domestic Mail Only; No Insurance Coverage Provided)

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT

7003 3110 0001 9380 0725



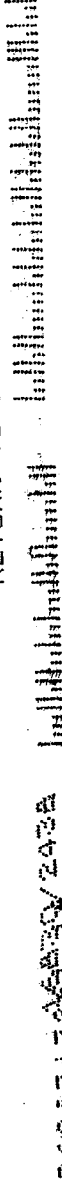
CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



RUSSELL M. DUNNACHIE  
5580 SOUTH Salford Blvd.  
Northport, FL 34287

DUNN580 342871034 1504 18 05/28/05  
FORWARD TIME EXP RTN TO SEND  
DUNNACHIE  
PO BOX 7755  
NORTH PORT FL 34287-0755

RETURN TO SENDER



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED 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, on the front if space permits.

1. Article Addressed to:

RUSSELL M. DUNNACHIE  
5580 SOUTH Salford Blvd.  
Northport, FL 34287

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? If YES, enter delivery address below:		<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	
<input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service label)

7003 3110 0001 9380 1296

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Form 3800, June 2002 See Reverse for Instructions

1 to

RUSSELL M. DUNNACHIE  
5580 SOUTH SALFORD BLVD.  
NORTHPORT, FL 34287  
State, ZIP+4

Postage \$ 1.60

Certified Fee

Return Receipt Fee (Postmark Required)

Restricted Delivery Fee (Postmark Required)

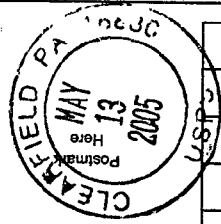
Additional Postage & Fees

OFFICIAL USE

For delivery information visit our website at www.usps.com

U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> RECEIPT

Domestic Mail Only; No Insurance Coverage Provided

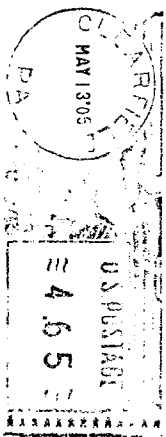


CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED MAIL<sup>TM</sup>



7003 3110 0001 9380 1296



RUSSELL M. DUNNACHIE  
5580 SOUTH SALFORD BLVD.  
NORTHPORT, FL 34287

*[Signature]*

DUNN500 TIME EXP 1504 10 05/26/05  
FORWARD  
DUNNACHIE  
PO BOX 7755  
NORTH PORT FL 34287-0755

RETURN TO SENDER

16830/2438





**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

May 16, 2005

Ms. Cynthia Butler-Aughenbaugh  
Office of the Clearfield County Sheriff  
Clearfield County Courthouse  
1 North Second Street, Suite 116  
Clearfield, PA 16830

RE: NBOC Bank, now First Commonwealth Bank vs. Russell M.  
Dunnachie – Docket No. 04-1786 C.D.

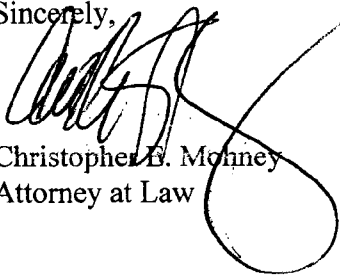
Dear Cindy:

Pursuant to Pa. R.C.P. 3129.3, please cancel the Sheriff's Sale scheduled on the above matter for Friday, July 1, 2005. The defendants have settled the matter by bringing the account current.

Kindly suspend all further work on the matter, return the Writ to the Prothonotary and advise as to whether any refund is due on costs advanced.

Thank you.

Sincerely,

  
Christopher E. Mohney  
Attorney at Law

CEM:lle

cc: Terry Henry

COPIES OF THIS LETTER ARE BEING FURNISHED TO THE PROTHONOTARY AND THE CLERK OF THE COURT.  
5/17/05

RECEIVED  
MAY 17 2005  
CLERK OF THE COURT