

04-1789-CD  
FIRST COMMONWEALTH BANK vs. BARBARA T. MARTIN, et al.

2004-1789-CD  
First Comm vs Barbara Martin et al

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

FIRST COMMONWEALTH : NO. 04-1784-C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
BARBARA I. MARTIN, : IN FORECLOSURE  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT : 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

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ICC Att'y  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH	:	NO. 04 -	C.D.
BANK,	:		
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE	
VS.	:		
BARBARA I. MARTIN,	:		
Executrix of the Estate of	:		
MARGARET Y. MROSKEY,	:		
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

FIRST COMMONWEALTH : NO. 04 - C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT :

**COMPLAINT**

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

1. Plaintiff **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 **BARBARA I. MARTIN** is the Executrix of the Estate of **MARGARET Y. MROSKEY**, who died on March 27, 2004. Prior to her passing, she was vested with sole title to the subject real estate by operation of Pennsylvania law, in that Joseph W. Mroskey died on December 25, 2003.
3. On March 19, 2003, Defendant executed and delivered to Plaintiff a Mortgage and a Promissory Note upon the premises hereinafter described, which Mortgage was

recorded on March 21, 2003 in the office of the Recorder of Deeds of Clearfield County as Instrument Number 200304435. 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.

4. Said mortgage has not been assigned.

5. 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 June 21, 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.

6. 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.

7. The premises subject to the Mortgage is the property located at Rt. 286 N. Brown Lane, Glen Campbell, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

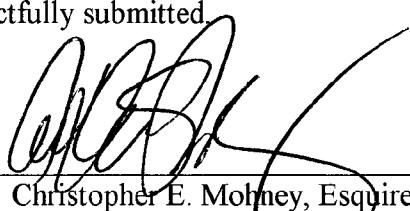
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

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

Current Balance -	\$13,071.51
Interest payoff (as of 8/27/04) -	\$ 382.45
Late Fees -	<u>\$ 30.00</u>
TOTAL:	\$13,483.96

WHEREFORE, Plaintiff demands judgment in the amount of \$13,483.93, plus interest thereon at a per diem rate of \$2.3178715 on unpaid principal balance from August 27, 2004, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **JOSEPH W. MROSKEY and MARGARET Y. MROSKEY.**

Respectfully submitted,

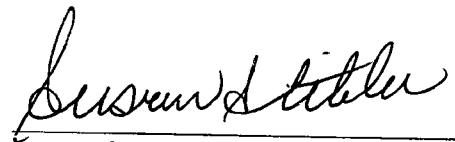
BY: 

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, 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.



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Susan Stiteler



"transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; 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 an interest in the Real Property. 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 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 any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest 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 mortgage 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 be 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, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**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 \$2,500.00. 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 Lender's election, receive and retain the proceeds of any insurance and 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 under this Mortgage. 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 pay 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 as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails: (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property than Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then 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 will become a part of the Indebtedness and, 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 (1) the term of any applicable insurance policy; or (2) 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. The 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 any 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. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**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.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**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 and documentation as may be requested by Lender from time to time to permit such participation.

**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.

**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: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) 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, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) 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, 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 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the 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 to the extent permitted by applicable law.

**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; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations 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 (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) 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 Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** 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 authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**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.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under 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.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**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.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's 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.** Lender shall have the right at its option, after giving such notices as required by applicable law, 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 authorizes Lender 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 non-judicial 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 (1) pay a reasonable rental for the use of the Property, or (2) 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 will 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**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 upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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 at the Note rate from the date of the expenditure until repaid. 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 and expenses 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.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. 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. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**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.

**Joint and Several Liability.** 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 Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**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.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

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

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means Joseph W Mroskey and Margaret Y Mroskey, and all other persons and entities signing the Note.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Joseph W Mroskey and Margaret Y Mroskey.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, 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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means FIRST COMMONWEALTH BANK, its successors and assigns. The words "successors or assigns" mean any

person or company that acquires any interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 19, 2003, **IN THE ORIGINAL PRINCIPAL AMOUNT OF \$15,123.18** 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 April 1, 2008.

**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 real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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.

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

**THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

*X Joseph W Mroskey* (Seal)  
Joseph W Mroskey, Individually

*X Margaret Y Mroskey* (Seal)  
Margaret Y Mroskey, Individually

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, FIRST COMMONWEALTH BANK, herein is as follows:

Punxsy Plaza Office, 573 West Mahoning Street, Punxsutawney, PA, 15767

*Robert W. Ellenhagen*  
Attorney or Agent for Mortgagor

### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

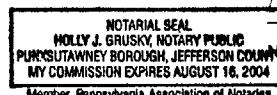
COUNTY OF Jefferson

)  
SS

)

On this, the 19 day of March, 2003, before me Holly J. Grusky,  
the undersigned Notary Public, personally appeared Joseph W Mroskey and Margaret Y Mroskey,  
HUSBAND & WIFE, 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.



*Holly J. Grusky*  
Holly J. Grusky  
Notary Public in and for the State of Pennsylvania  
My Commission Expires August 16, 2004

# PROMISSORY NOTE

Principal \$15,123.18	Loan Date 03-19-2003	Maturity 04-01-2008	Loan No. 9110000896	Call / Coll.	Account	Officer RWE	Initials KHC
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. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** Joseph W Mroskey (SSN: 184-16-5724)  
Margaret Y Mroskey (SSN: 181-24-3889)  
Box 23  
Glen Campbell, PA 15742

**Lender:** FIRST COMMONWEALTH BANK  
Punx Plaza Office  
573 West Mahoning Street  
Punxsutawney, PA 15767  
(800) 711-2265

**Principal Amount:** \$15,123.18

**Date of Note:** March 19, 2003

Maturity Date: April 1, 2008

**PROMISE TO PAY.** I ("Borrower") jointly and severally promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifteen Thousand One Hundred Twenty-three & 18/100 Dollars (\$15,123.18), together with interest at the rate of 6.490% per annum on the unpaid principal balance from March 21, 2003, until paid in full.

**PAYMENT.** I will pay this loan in 60 payments of \$296.44 each payment. My first payment is due May 1, 2003, and all subsequent payments are due on the same day of each month after that. My final payment will be due on April 1, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. 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. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**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 refunded to me 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, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Punx Plaza Office, 573 West Mahoning Street, Punxsutawney, PA 15767.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is less.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

**DEFAULT.** I will be in default under this Note if any of the following happen:

**Payment Default.** I fail to make any payment when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

**False Statements.** Any representation or statement made or furnished to Lender by me or on my behalf under this 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.** Any Borrower dies or becomes 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.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Defective Collateralization.** This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

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

**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.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if I do not pay. I 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, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** I acknowledge this Note is secured by the following collateral described in the security instruments listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note:

(A) a Mortgage dated March 19, 2003, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania.

(B) mobile homes described in a Consumer Security Agreement dated March 19, 2003.

**PROPERTY INSURANCE.** I understand that I am required to obtain insurance for the collateral securing this Note. Further information concerning this requirement is set forth in the Security Agreement and Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**SUCCESSION INTERESTS.** The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. The specific inaccuracy(ies) should be sent to us at the following address: FIRST COMMONWEALTH BANK, 573 West Mahoning Street, Punxsutawney, PA 15767

**GENERAL PROVISIONS.** Lender may delay or forgive any default by me without losing any of its rights under this Note. Lender may sue for remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, and any other party who signs this Note, shall be liable to Lender for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise provided, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released. I agree that Lender may renew or extend (repeatedly and for any

**EXHIBIT**

"B"

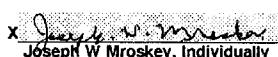
length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the 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.

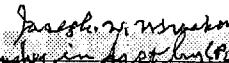
PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

   
Joseph W. Mroskey, Individually

   
Margaret Y. Mroskey, Individually

Date: June 18, 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): Estate of Margaret Y. Mroskey

PROPERTY ADDRESS: Rt. 286N, Brown Lane, Glen Campbell, PA 15742

LOAN ACCT. NO.: 9110000896

ORIGINAL LENDER: NBOC

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.**

**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: -Rt. 286N, Brown Lane, Glen Campbell, PA 15742

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 1, 2004 thru June 1, 2004 totaling \$889.32

Other charges (explain/itemize): Late fees of \$20.00

**TOTAL AMOUNT PAST DUE: \$909.32**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$909.32, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST 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: NBOC

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Carole Watkins

**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: June 18, 2004

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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):** Estate of Joseph W. Mroskey

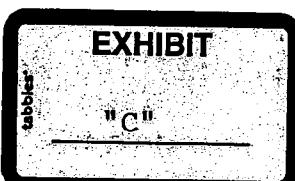
PROPERTY ADDRESS: Rt. 286N. Brown Lane, Glen Campbell, PA 15742

LOAN ACCT. NO.: 9110000896

**ORIGINAL LENDER: NBOC**

**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 COINSELING 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: -Rt. 286N, Brown Lane, Glen Campbell, PA 15742

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 1, 2004 thru June 1, 2004 totaling \$889.32

Other charges (explain/itemize): Late fees of \$20.00

**TOTAL AMOUNT PAST DUE: \$909.32**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$909.32, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**FIRST 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:** NBOC

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

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

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

**Contact Person:** Carole Watkins

**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:**

Estate of Joseph N. Mroskey  
Rt 286 N Brown Lane  
Glen Campbell PA 15742

**2. Article Number**

Transfer from service label

52 2004 0750 0003 8525 1854

7004 0750 0003 8525 1854

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

X *Thomas Mroskey*

Agent  
 Addressee

**B. Received by / Printed Name**

*Thomas Mroskey*

Date of Delivery  
6-28-04

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

If YES, enter delivery address below:  No

30 DELAURENTI CT  
WACOM CREEK CA  
90598-4602

**3. Service type**

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

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

Return Receipt

102505-02-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)

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark  
Here

7004 0750 0003 8525 1854  
Sent To: Estate of Joseph N. Mroskey  
Street, Apt. No.  
or PO Box No. Rt 286 N. Brown Lane  
City, State, ZIP4  
Glen Campbell PA 15742

PS Form 3800, June 2002

See Reverse for Instructions

**EXHIBIT**

"D"

**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:**

*Estate of Margaret Y. Mroskay  
Rt. 2&N Brown Lane  
Glen Campbell PA 15742*

**2. Article Number:***7004 0750 0003 8525 1861**(From service label)***COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*X Thomas Mroskay*

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

*Mroskay Mroskay*

**C. Date of Delivery***6-28-04***D. Is delivery address different from item 1?  Yes****If YES, enter delivery address below:  No**

*30 DE LAURENTI CT  
WALNUT CREEK CA  
94598-4602*

**3. Service Type**

<input 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)  Yes** *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)

*MR. OFFICIAL BUSINESS*

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark  
Here

*Sent To:  
Estate of Margaret Y. Mroskay  
Rt. 2&N Brown Lane  
Glen Campbell PA 15742*

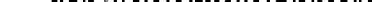
*PS Form 3800, June 2002*

*See Reverse for Instructions*

# **CERTIFIED MAIL**



ionwealt

nonwealth Bank   
is: Philadelphia and other  
5701-0400

REASON CHECKED  
Unclaimed  
Attnamed-Not known  
Inefficient Address  
No such street  
No such office in state  
Do not remail in this envelope

MARAGRET Y MROSKEY  
C/O BARBARA I MARTIN  
30 DELAURENTI CT  
WALNUT CREEK CA 94598

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
MY CERTIFIED MAIL RECEIPT	
Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fee	\$ 4.65
Postmark: Here	
Sent To: <i>Miraggyet Y. Mroskay c/o Barbara Martin</i> Street, Apt. No.: or PO Box No.: <i>30</i> City, State, ZIP+4: <i>Delaware Ctr</i> <i>Walnut Creek PA 94598</i>	

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

**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:

Margaret Y. Mroskey  
c/o Barbara T. Martin  
30 Delaurenti Ct.  
Walnut Creek CA 94598

**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 8525 1885

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL™**

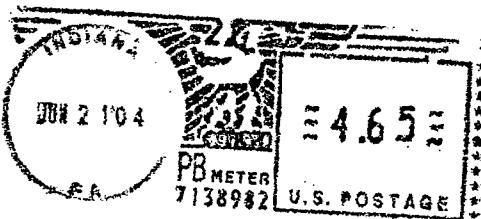


7004 0750 0003 8525 1878

nwealth

wealth Bank  
ladelphia and 6th Streets  
3400

REURNED TO SENDER  
REFUSED  
NOT CHECKED  
CLAIMED  
Attempted to know  
Insufficient address  
No such street  
No such office in state  
No such office in state  
To not remain in this envelope



30 JOSEPH W MROSKEY  
C/O DELAURENTI CT  
WALNUT CREEK CA 94598

34338/3333

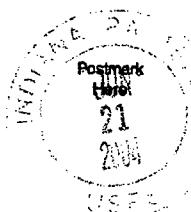
**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only: No Insurance Coverage Provided)**

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

Mr. **JOSEPH W MROSKEY**

8525 1878  
30000  
0750  
7004

Postage	\$ .60
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



**Sent To:**  
Joseph W. Mroskey, c/o Barbara, Martin  
Street, Apt. No. \_\_\_\_\_  
or PO Box No. \_\_\_\_\_  
City, State, ZIP/Postal Code  
Walnut Creek CA 94598

PS Form 3800, June 2002

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE SIDE

**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:

Joseph N. Mroskay  
c/o Barbara T. Martin  
30 Delaurenti Ct.  
Walnut Creek CA 94598

2. Article Number  
(Transfer from service label)

7004 0750 0003 8525 1878

**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, August 2001

Domestic Return Receipt

102595-02-M-1540

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesteरly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

THIS DEED is made under and subject to the exceptions and the reservations as were excepted and reserved in prior deeds of said land.

THE above described parcel of land was conveyed to the Grantor herein by deed of Joseph W. Mroskey, et al, dated February 22, 1978, and recorded in the office of the Recorder of Deeds in and for Clearfield County on March 30, 1978, in Deed Book Volume 757, page 095.

THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

EXHIBIT "E"

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

**FIRST COMMONWEALTH BANK**

**VS.**

**MARTIN, BARBARA I. Executrix of the Estate of MARGARET Y. MROSKEY**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket # 16599**

**04-1789-CD**

**SHERIFF RETURNS**

---

NOW DECEMBER 6, 2004 MAILED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE TO BARBARA I. MARTIN Executrix of Estate of Margaret Y. Mroskey, DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 6488 AT 30 DELAURENTI COURT, WALNUT CREEK, CA. 94598. THE LETTER IS HERETO ATTACHED MARKED "UNCLAIMED". LETTER WAS SENT "ADDRESSEE ONLY".

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>23.81</b>	<b>SHERIFF HAWKINS PAID BY: PLFF CK# 107139</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: PLFF CK# 110599</b>

---

**Sworn to Before Me This**

**\_\_\_\_ Day Of \_\_\_\_\_ 2005**

**So Answers,**

*Chester A. Hawkins  
by Marilynn Hause*  
Chester A. Hawkins  
Sheriff

*6K  
NO  
CC  
d 10/12/04  
JAN 26 2005*

*Commonwealth  
Prothonotary Clerk of Courts*

<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>1. Article Addressed to:</p> <p>BARBARA I. MARTIN Executrix of the Estate of MARGARET Y. MROSKY 30 Delaurenti Court Walnut Creek, CA. 94598</p> <p>2. Article Number <i>(Transfer from service label)</i></p> <p>PS Form 3811, August 2001</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	
<p>3. Service Type</p> <p><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>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received By (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	



CHESTER A. HAWKINS  
SHERIFF OF CLEARFIELD COUNTY  
1 N. 2nd ST., SUITE 116  
CLEARFIELD, PA. 16830

7002 3150 0000 7854 6488

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**



7002 3150 0000 7854 6488

**RESTRICTED  
DELIVERY**



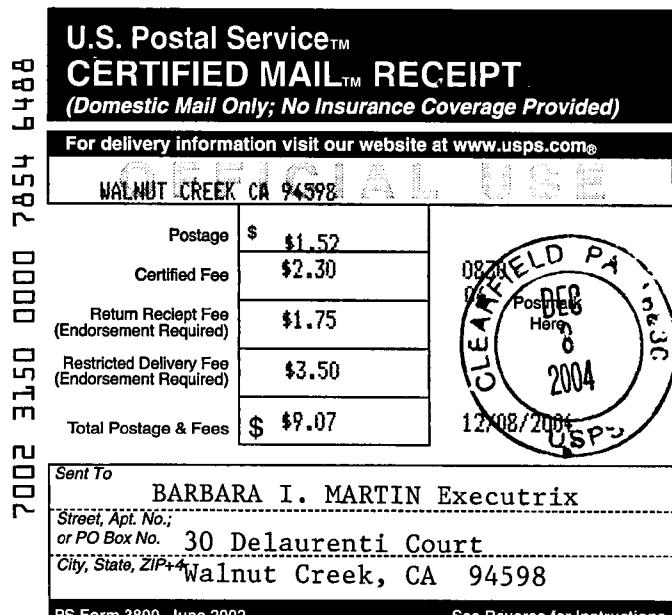
BARBARA I. MARTIN Executrix of  
Estate of Margaret Y. Mroskey  
30 Delaurenti Court  
Walnut Creek, CA. 94598

**ADDRESSEE  
ONLY**

RECEIVED  
ONLY

12/10/04

1-14-05  
1-24-05



**Certified Mail Provides:**

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

PS Form 3800, June 2002 (Reverse)

**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 APOs and FPOs.**

16595

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: PRAECIPE  
BARBARA I. MARTIN, : FOR DEFAULT JUDGMENT  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT : 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

Plff  
Plff ad. 20.00  
03/23/05 Notice to Def.  
MAR 22 2005 statement to Atty  
B6  
William A. Shaw  
Prothonotary/Clerk of Courts

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT : :

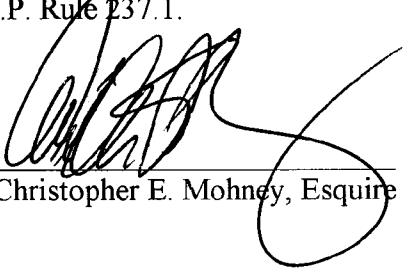
**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against  
the Defendant 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:	\$13,071.50
2.	Interest payoff:	\$ 382.45
3.	Late Fees:	\$ <u>30.00</u>
	TOTAL:	\$13,483.96

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendant by first class regular mail on February 25, 2005 as required by Pa. R.C.P. Rule 237.1.

BY: 

Christopher E. Mohney, Esquire

NOW, this 22<sup>nd</sup> day of March, 2005, damages are assessed in the amount of \$13,483.96.

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

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

FIRST COMMONWEALTH	:	NO. 04 - 1789 C.D.
BANK,	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
VS.	:	FORECLOSURE
BARBARA I. MARTIN,	:	
Executrix of the Estate of	:	
MARGARET Y. MROSKEY,	:	
DEFENDANT	:	

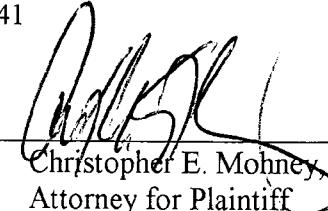
TO: BARBARA I. MARTIN, Executrix  
30 Delaurenti Court  
Walnut Creek, CA 94598

DATE OF NOTICE: FEBRUARY 25, 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. 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: <b>Christopher E. Mohney, Esquire</b>		
<u>90 Beaver Drive, Suite 111B</u>		
<u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <b>Barbara I. Martin, Executrix</b>		
<u>30 Delaurenti Court</u>		
<u>Walnut Creek, CA 94598</u>		

PS Form 3817, January 2001



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



FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT : :

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$13,483.96 on March 22, 2005.

WILLIAM A. SHAW, PROTHONOTARY

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

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

First Commonwealth Bank  
Plaintiff(s)

No.: 2004-01789-CD

Real Debt: \$13,483.96

Atty's Comm: \$

Vs.

Costs: \$

Barbara I. Martin  
Margaret Y. Mroskey  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 22, 2005

Expires: March 22, 2010

Certified from the record this 22nd day of March, 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 - 1789 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	TYPE OF PLEADING: PRAECIPE FOR WRIT OF EXECUTION
BARBARA I. MARTIN, Executrix of the Estate of MARGARET Y. MROSKEY,	:	FILED ON BEHALF OF: PLAINTIFF
DEFENDANT	:	COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE
	:	SUPREME COURT NO.: 63494
	:	90 BEAVER DRIVE, SUITE 111B DUBOIS, PA 15801 (814) 375-1044

FILED *off pd. 20.00*  
03-23-05 1CC & 6 wnts  
MAR 22 2005 w/desc. to shff  
William A. Shaw  
Prothonotary/Clerk of Courts  
6K

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT :  
:

**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 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;

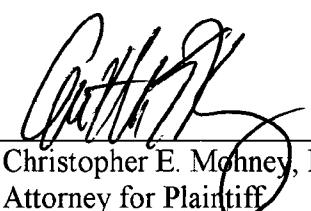
4. Amount due: \$13,483.96

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

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

**Prothonotary costs 125.00**

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesterly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

THIS DEED is made under and subject to the exceptions and the reservations as were excepted and reserved in prior deeds of said land.

THE above described parcel of land was conveyed to the Grantor herein by deed of Joseph W. Mroskey, et al, dated February 22, 1978, and recorded in the office of the Recorder of Deeds in and for Clearfield County on March 30, 1978, in Deed Book Volume 757, page 095.

THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SCHEDULE "A"

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**FIRST COMMONWEALTH BANK**, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located in Burnside Township, Glen Campbell, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

2. Name and address of Defendant(s) in the judgment:

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

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

NAME ADDRESS

NONE

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

NAME ADDRESS

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

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

NAME ADDRESS

CLEARFIELD COUNTY TAX  
CLAIM BUREAU Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

NAME ADDRESS

ORVIS DELCAMP,  
TAX COLLECTOR 4116 Ridge Road  
Westover, PA 16692

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NAME ADDRESS

CLEARFIELD COUNTY  
DOMESTIC RELATIONS Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

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

FIRST COMMONWEALTH BANK

BY: Susan Stiteler  
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: \_\_\_\_\_

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesterly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

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THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SCHEDULE "A"

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
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: \$13,483.96

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

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

**Prothonotary costs**

125.00

BY:

  
William A. Shaw, Prothonotary

DATE: 3/22/05

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesterly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

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THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SCHEDULE "A"

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

FIRST COMMONWEALTH BANK,	:	NO. 04 - 1789 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
BARBARA I. MARTIN, Executrix of the Estate of MARGARET Y. MROSKEY,	:	
DEFENDANT	:	

FILED NO cc  
019-2884 (68)  
JUL 19 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

**FIRST COMMONWEALTH BANK**, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located in Burnside Township, Glen Campbell, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

2. Name and address of Defendant(s) in the judgment:

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

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

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

NONE

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

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

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

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

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 1 N. Second Street Clearfield, PA 16830
---------------------------------------	--

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

ORVIS DELCAMP, TAX COLLECTOR	4116 Ridge Road Westover, PA 16692
---------------------------------	---------------------------------------

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

CLEARFIELD COUNTY DOMESTIC RELATIONS	Clearfield County Courthouse 1 N. Second Street Clearfield, PA 16830
---	--

TAMMIE MARIE CRADDOCK	116 Indian Hills Road Kittanning, PA 16201
RAEGAN LAYNE CRADDOCK	116 Indian Hills Road Kittanning, PA 16201
BROOKE BRIANNA CRADDOCK	116 Indian Hills Road Kittanning, PA 16201
CARRIE ANN MROSKEY	11604 Walnut View Way Louisville, KY 40299
TIMOTHY DUAINE LUCAS, JR.	Box 172 Glenn Campbell, PA 15742
JUSTIN PAUL HENRY	2756 Pioneer Lake Road Commodore, PA 15729
TAVIA ELIZABETH FARMERY	2756 Pioneer Lake Road Commodore, PA 15729
KACEY RENEE MISKO	3638 Tanoma Road Clymer, PA 15728
BRITTANI FAITH SCOTT	3638 Tanoma Road Clymer, PA 15728
ZOEY COLE SCOTT	3638 Tanoma Road Clymer, PA 15728
DANIELLE GARNER	5150 North Indianapolis Road Columbus, IN 47203
ROXANNE MARIE MROSKEY	5110 Cherry Stone Drive Fayetteville, NC 28311
BIANCA JADE FERNANDEZ	141 Collier Street Fayetteville, NC 28356
ROBERT JOSEPH HENRY MROSKEY	106 Ron Drive Derry, PA 15627
JOSHUA ADAM HENRY MROSKEY	106 Ron Drive Derry, PA 15627

SHANA KATHLEEN HENRY  
MROSKEY

106 Ron Drive  
Derry, PA 15627

HEATHER RAE MROSKEY

30 De Laurenti Court  
Walnut Creek, CA 94598

TAYLLOR MARTIN

30 De Laurenti Court  
Walnut Creek, CA 94598

GABRIELLE MARTIN

30 De Laurenti Court  
Walnut Creek, CA 94598

JONATHAN CARLTIN CONNELL 5710 Cherry Stone Drive  
Fayetteville, NC 28311

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

FIRST COMMONWEALTH BANK

BY: Susan Stiteler  
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: 7/19/05

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesterly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

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THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SEIZED, taken in execution to be sold as the property of BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY. JUDGMENT NO. 04-1789-CD

SCHEDULE "A"

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: FILED  
BARBARA I. MARTIN, : 9/3/05 cm v.m.  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT : AUG 12 2005 No CC.  
: William A. Shaw  
: Prothonotary

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

**FIRST COMMONWEALTH BANK**, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located in Burnside Township, Glen Campbell, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

2. Name and address of Defendant(s) in the judgment:

<u>NAME</u>	<u>ADDRESS</u>
BARBARA I. MARTIN, Executrix of the Estate of Margaret Y. Mroskey	30 Delaurenti Ct. Walnut Creek, CA 94598

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

NAME ADDRESS

NONE

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

NAME ADDRESS

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

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

NAME ADDRESS

CLEARFIELD COUNTY TAX  
CLAIM BUREAU Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

NAME ADDRESS

ORVIS DELCAMP,  
TAX COLLECTOR 4116 Ridge Road  
Westover, PA 16692

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NAME ADDRESS

CLEARFIELD COUNTY  
DOMESTIC RELATIONS Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

TAMMIE MARIE CRADDOCK 116 Indian Hills Road  
Kittanning, PA 16201

RAEGAN LAYNE CRADDOCK 116 Indian Hills Road  
Kittanning, PA 16201

BROOKE BRIANNA CRADDOCK 116 Indian Hills Road  
Kittanning, PA 16201

CARRIE ANN MROSKEY 11604 Walnut View Way  
Louisville, KY 40299

TIMOTHY DUAINE LUCAS, JR. Box 172  
Glenn Campbell, PA 15742

JUSTIN PAUL HENRY 2756 Pioneer Lake Road  
Commodore, PA 15729

TAVIA ELIZABETH FARMERY 2756 Pioneer Lake Road  
Commodore, PA 15729

YANA MARIE BINGAMAN 3638 Tanoma Road  
Clymer, PA 15728

KACEY RENEE MISKO 3638 Tanoma Road  
Clymer, PA 15728

BRITTANI FAITH SCOTT 3638 Tanoma Road  
Clymer, PA 15728

ZOEY COLE SCOTT 3638 Tanoma Road  
Clymer, PA 15728

DANIELLE GARNER 5150 North Indianapolis Road  
Columbus, IN 47203

ROXANNE MARIE MROSKEY 5110 Cherry Stone Drive  
Fayetteville, NC 28311

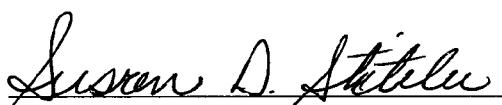
BIANCA JADE FERNANDEZ 141 Collier Street  
Fayetteville, NC 28356

ROBERT JOSEPH HENRY  
MROSKEY 106 Ron Drive  
Derry, PA 15627

JOSHUA ADAM HENRY MROSKEY	106 Ron Drive Derry, PA 15627
SHANA KATHLEEN HENRY MROSKEY	106 Ron Drive Derry, PA 15627
HEATHER RAE MROSKEY	30 De Laurenti Court Walnut Creek, CA 94598
TAYLLOR MARTIN	30 De Laurenti Court Walnut Creek, CA 94598
GABRIELLE MARTIN	30 De Laurenti Court Walnut Creek, CA 94598
JONATHAN CARLTIN CONNELL	5710 Cherry Stone Drive Fayetteville, NC 28311

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

FIRST COMMONWEALTH BANK

BY:   
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: 8/12/05

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT :  
:

FILED NOCC  
01/26/05  
AUG 22 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

**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 Defendant, **BARBARA I. MARTIN**, by personal service via Contra Costa County, California, Sheriff, as evidenced by return 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 June 2, 2005 and July 28, 2005.

TO: BARBARA I. MARTIN, EXECUTRIX of the Estate of  
MARGARET Y. MROSKEY  
30 Delaurenti Ct.  
Walnut Creek, CA 94598

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

ORVIS DELCAMP  
TAX COLLECTOR  
4116 Ridge Road  
Westover, PA 16692

CLEARFIELD COUNTY TAX  
CLAIM BUREAU  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

CLEARFIELD COUNTY  
DOMESTIC RELATIONS  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

TAMMIE MARIE CRADDOCK  
116 Indian Hills Road  
Kittanning, PA 16201

RAEGAN LAYNE  
CRADDOCK  
116 Indian Hills Road  
Kittanning, PA 16201

BROOKE BRIANNA  
CRADDOCK  
116 Indian Hills Road  
Kittanning, PA 16201

CARRIE ANN MROSKEY  
11604 Walnut View Way  
Louisville, KY 40299

TIMOTHY DUAINE LUCAS, JR.  
Box 172  
Glenn Campbell, PA 15742

JUSTIN PAUL HENRY  
2756 Pioneer Lake Road  
Commodore, PA 15729

TAVIA ELIZABETH  
FARMERY  
2756 Pioneer Lake Road  
Commodore, PA 15729

KACEY RENEE MISKO  
3638 Tanoma Road  
Clymer, PA 15728

BRITTANI FAITH SCOTT  
3638 Tanoma Road  
Clymer, PA 15728

ZOEY COLE SCOTT  
3638 Tanoma Road  
Clymer, PA 15728

DANIELLE GARNER  
5150 North Indianapolis Road  
Columbus, IN 47203

ROXANNE MARIE  
MROSKEY  
5110 Cherry Stone Drive  
Fayetteville, NC 28311

BIANCA JADE FERNANDEZ  
141 Collier Street  
Fayetteville, NC 28356

ROBERT JOSEPH HENRY  
MROSKEY  
106 Ron Drive  
Derry, PA 15627

JOSHUA ADAM HENRY  
MROSKEY

106 Ron Drive  
Derry, PA 15627

SHANA KATHLEEN HENRY MROSKEY  
106 Ron Drive  
Derry, PA 15627

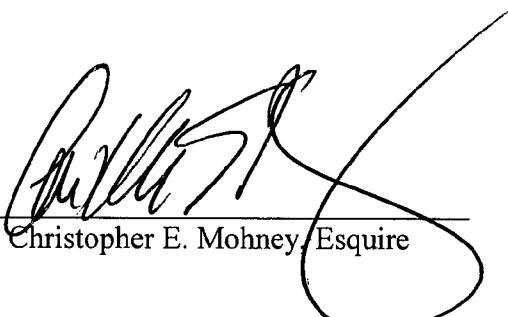
HEATHER RAE MROSKEY  
30 De Laurenti Court  
Walnut Creek, CA 94598

TAYLOR MARTIN  
30 De Laurenti Court  
Walnut Creek, CA 94598

GABRIELLE MARTIN  
30 De Laurenti Court  
Walnut Creek, CA 94598

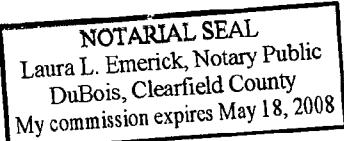
JONATHAN CARLTIN  
CONNELL  
5710 Cherry Stone Drive  
Fayetteville, NC 28311

BY:

  
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED  
before me this 18<sup>th</sup> day of  
August, 2005.  
\_\_\_\_\_  
Laura L. Emerick*

Notary Public



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

MAY BE  
PROVIDED

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

One piece

— TIMOTHY DUAINE LUCAS, JR.  
Box 172  
— Glenn Campbell, PA 15742

PS Form 3817, January 2001

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

MAY BE  
PROVIDED

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

One piece

ROBERT JOSEPH HENRY  
— MROSKEY  
— 106 Ron Drive  
— Derry, PA 15627

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One piece

— TAMMIE MARIE CRADDOCK  
— 116 Indian Hills Road  
— Kittanning, PA 16201

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MAY BE  
PROVIDED

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

One piece of ordinary mail addressed to:

— ZOEY COLE SCOTT  
— 3638 Tanoma Road  
— Clymer, PA 15728

PS Form 3817, January 2001

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

MAY BE PROVIDED

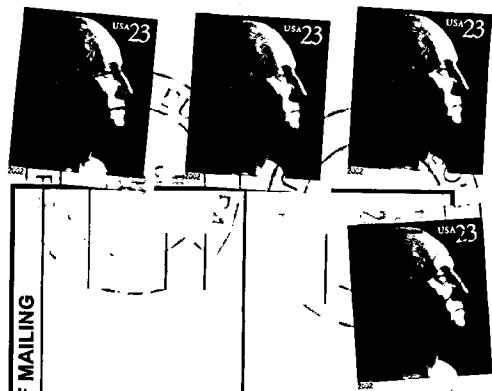
Christopher E. Mohney, Esquire  
90 Beaver Drive  
— Suite 111B  
— DuBois, PA 15801

One piece TAVIA ELIZABETH  
— FARMERY  
— 2756 Pioneer Lake Road  
— Commodore, PA 15729

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE PROVIDED			
Rec'd	Christopher E. Mohney, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
— BIANCA JADE FERNANDEZ — 141 Collier Street — Fayetteville, NC 28356			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE PROVIDED			
Rec'd	Christopher E. Mohney, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
— JUSTIN PAUL HENRY — 2756 Pioneer Lake Road — Commodore, PA 15729			

PS Form 3817, January 2001

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE  
PROVIDED

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

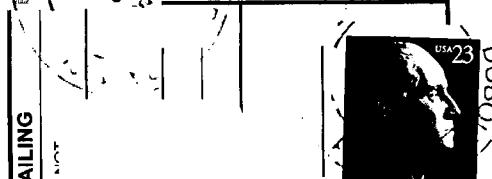
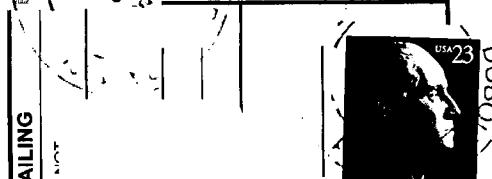
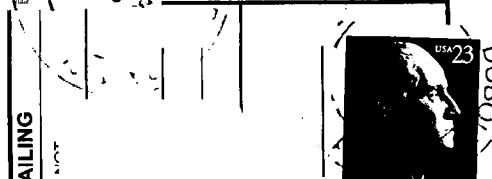
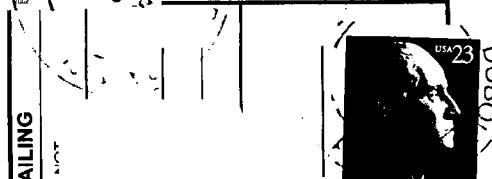
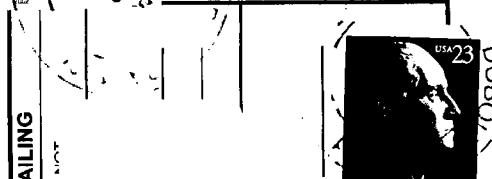
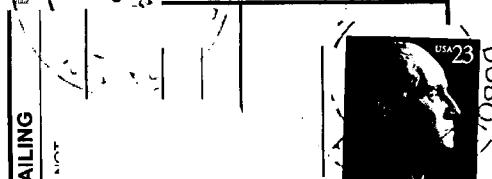
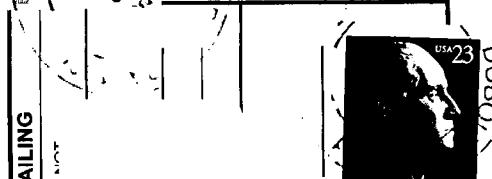
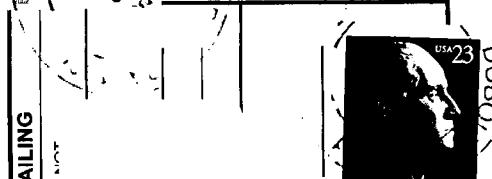
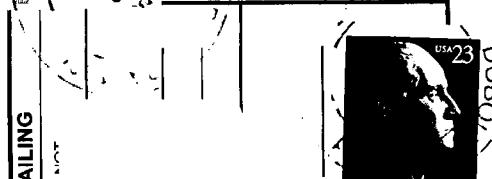
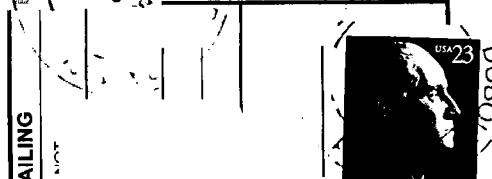
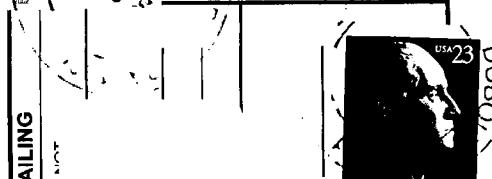
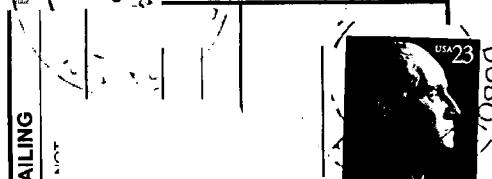
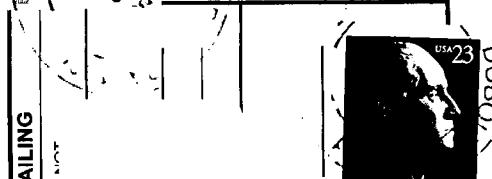
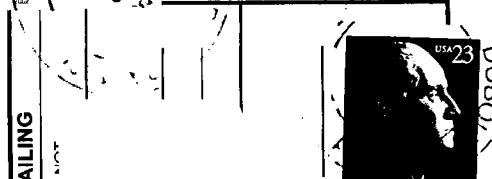
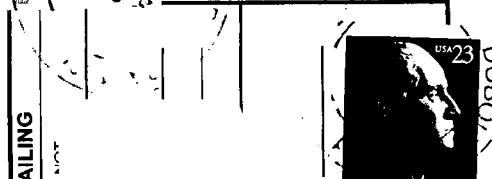
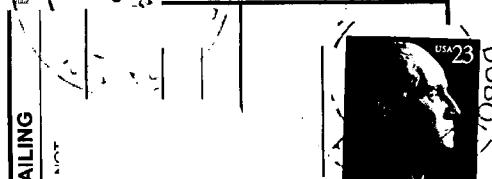
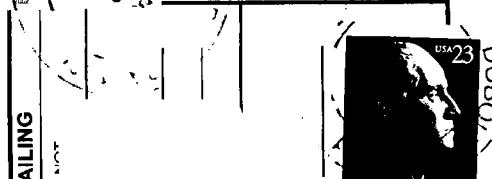
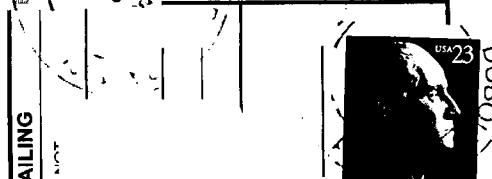
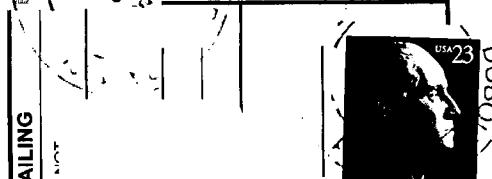
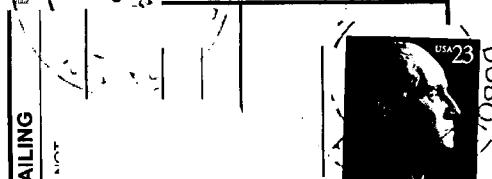
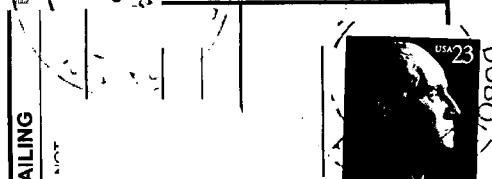
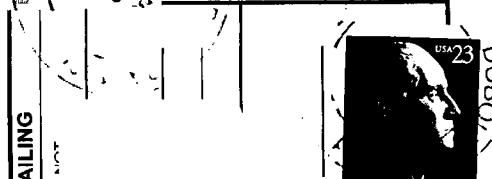
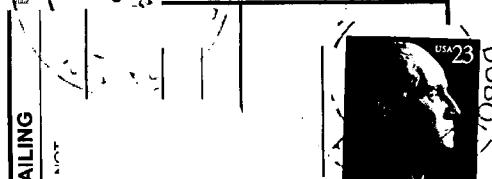
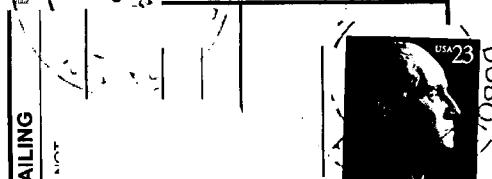
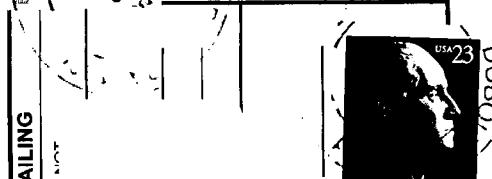
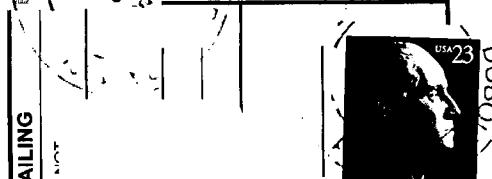
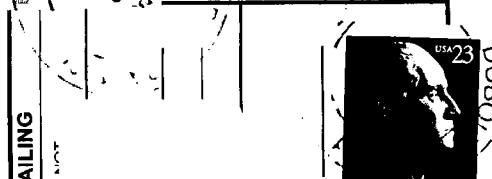
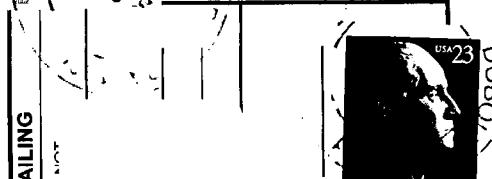
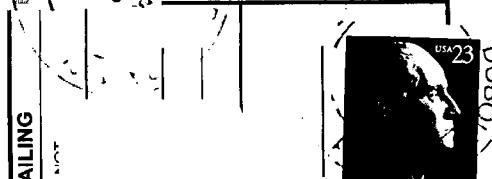
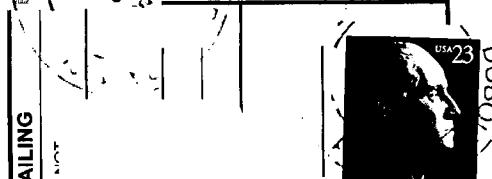
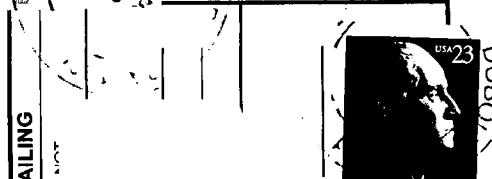
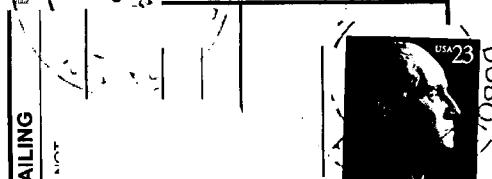
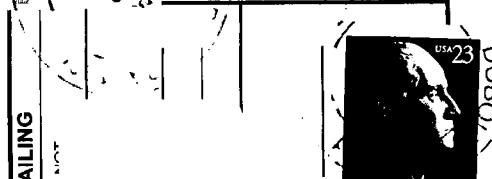
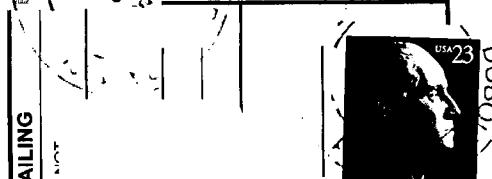
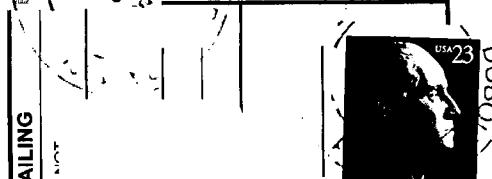
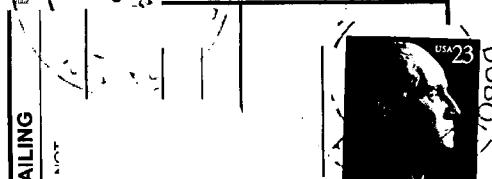
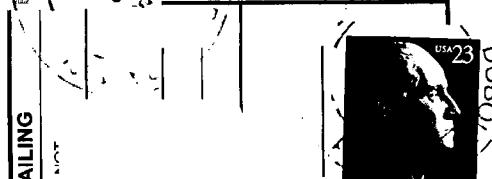
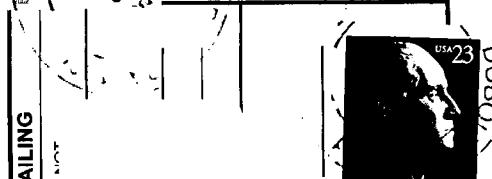
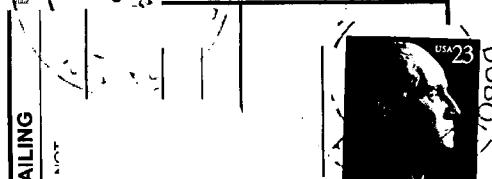
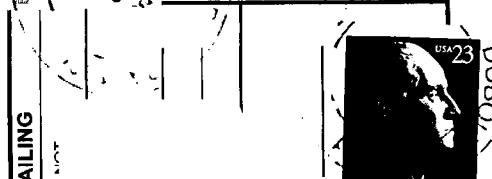
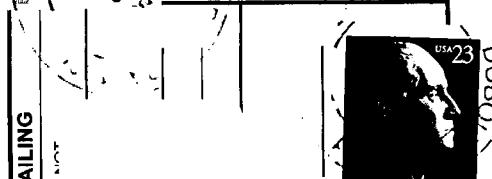
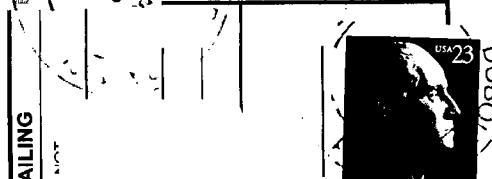
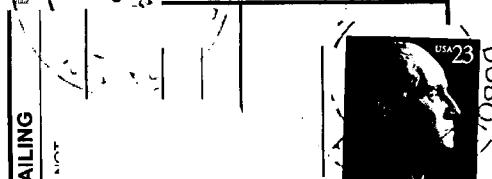
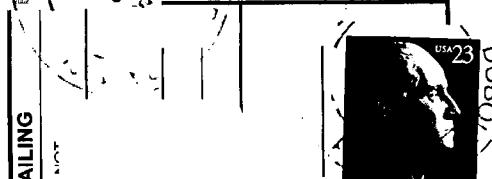
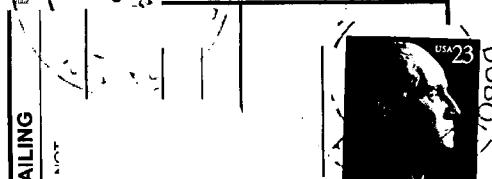
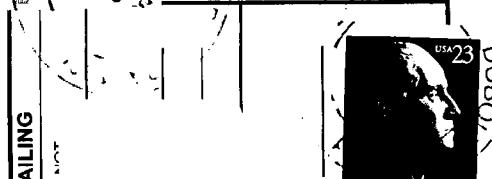
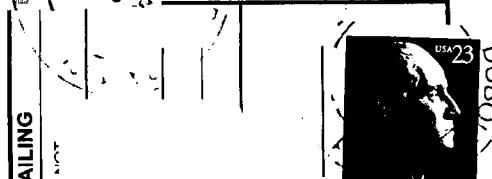
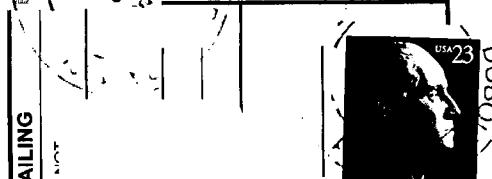
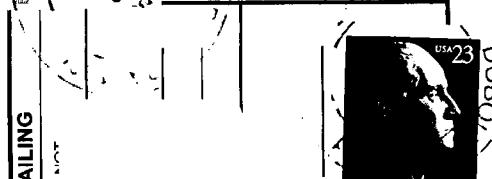
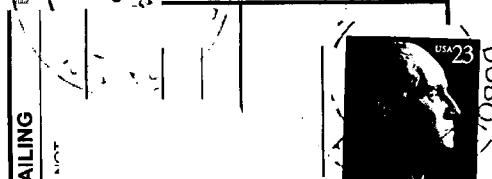
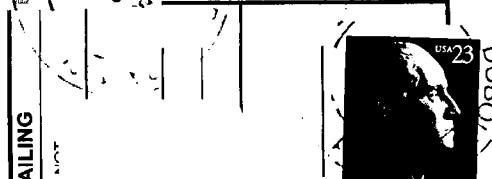
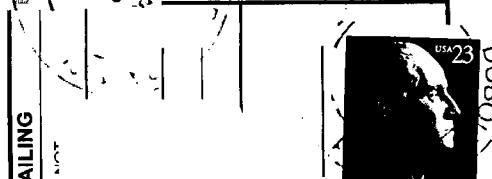
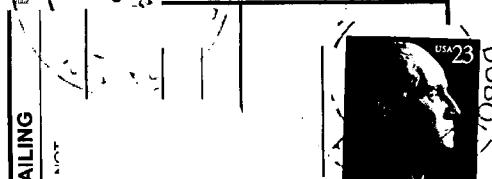
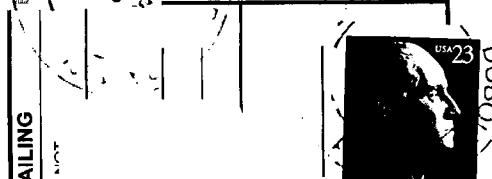
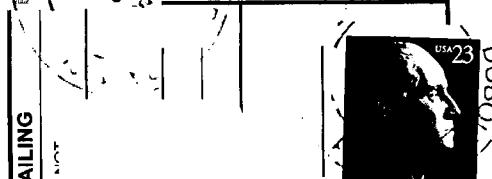
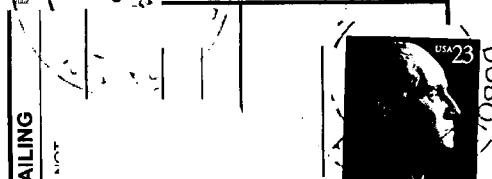
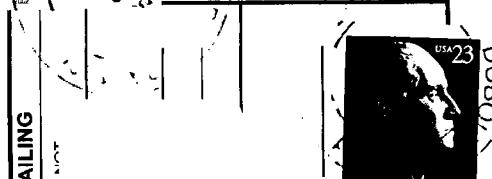
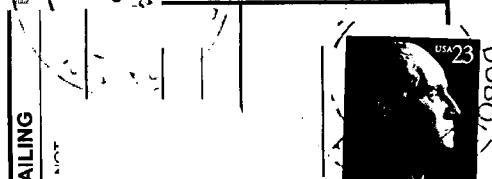
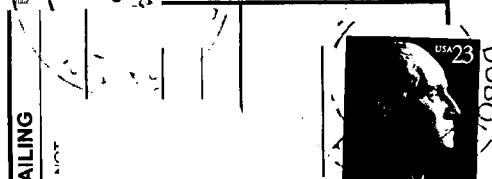
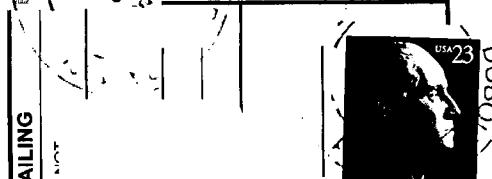
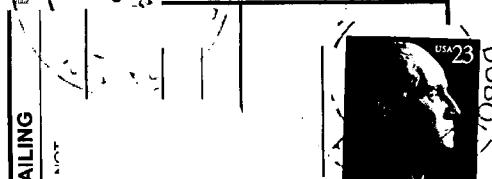
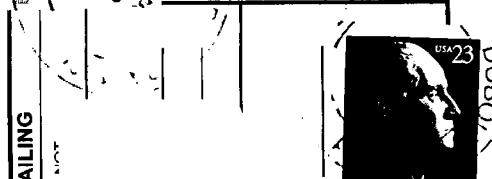
One piece of ordinary mail addressed to:

JUSTIN PAUL HENRY  
2756 Pioneer Lake Road  
Commodore, PA 15729



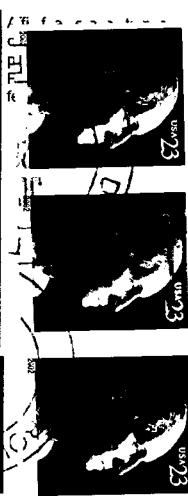
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE PROVIDED			
Rec'd	Christopher E. Mohney, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
— TAYLOR MARTIN — 30 De Laurenti Court Walnut Creek, CA 94598			

PS Form 3817, January 2001



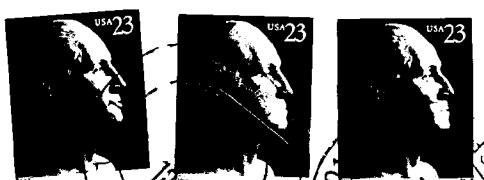
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE PROVIDED		
Re:	Christopher E. Mohney, Esquire 90 Beaver Drive — Suite 111B — DuBois, PA 15801	
Or	— ROXANNE MARIE MROSKEY — 5110 Cherry Stone Drive — Fayetteville, NC 28311	

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE PROVIDED		
Re:	Christopher E. Mohney, Esquire 90 Beaver Drive — Suite 111B — DuBois, PA 15801	
Or	— GABRIELLE MARTIN — 30 De Laurenti Court — Walnut Creek, CA 94598	

PS Form 3817, January 2001



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U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE PROVIDED		
Re:	Christopher E. Mohney, Esquire 90 Beaver Drive — Suite 111B — DuBois, PA 15801	
Or	— CARRIE ANN MROSKEY — 11604 Walnut View Way — Louisville, KY 40299	

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U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE PROVIDED		
Re:	Christopher E. Mohney, Esquire 90 Beaver Drive — Suite 111B — DuBois, PA 15801	
Or	— JONATHAN CARL TIN — CONNELL — 5710 Cherry Stone Drive — Fayetteville, NC 28311	

PS Form 3817, January 2001

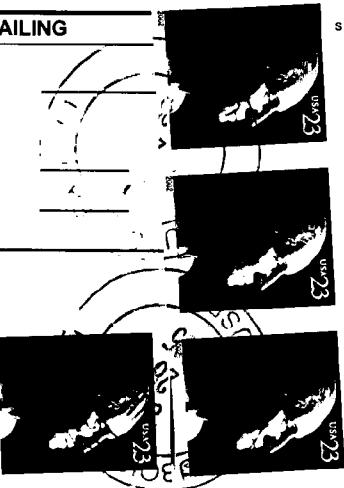


PS Form 3817, January 2001

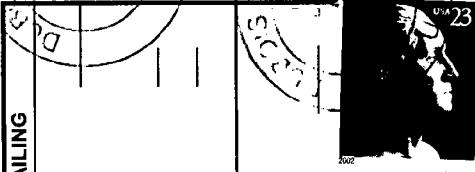
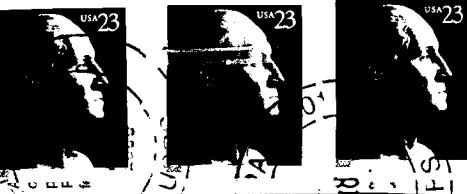
U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY  
PROVIDE

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



PS Form 3817, January 2001



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED  
PROVIDE IF  
RECEIVED  
Christopher E. Mohney, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

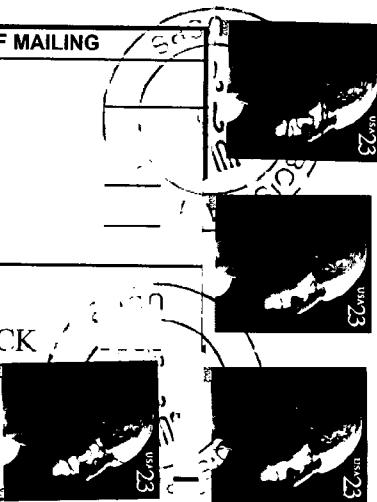
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90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

PS Form 3817, January 2001

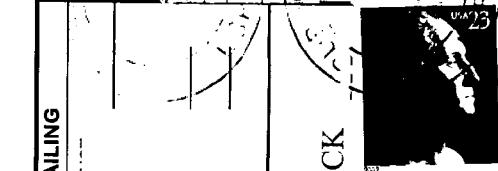
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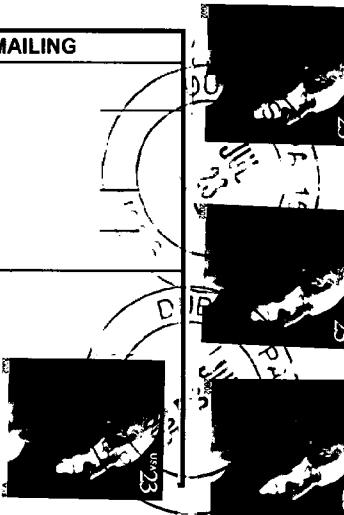
Christopher E. Mohney, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

PS Form 3817, January 2001

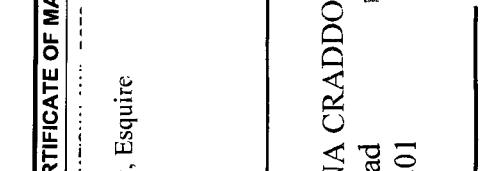
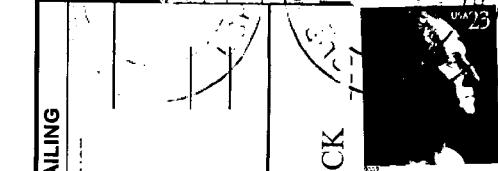
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DuBois, PA 15801



PS Form 3817, January 2001



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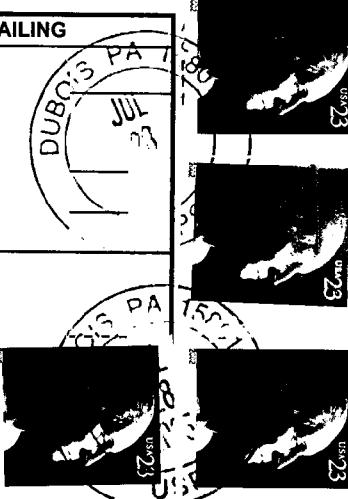
MAY BE USED  
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Christopher E. Mohney, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

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

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE I PROVIDE		
Recei	Christopher E. Mohney, Esquire	
—	90 Beaver Drive	
—	Suite 111B	
—	DuBois, PA 15801	
 One p		
—	KACEY RENEE MISKO	
—	3638 Tanoma Road	
—	Clymer, PA 15728	
PS Form 3817, January 2001		

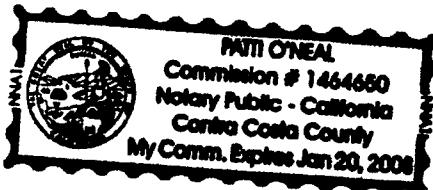


## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA  
County of Contra Costa

On July 19, 2005 before me, PATTI O'NEAL, NOTARY PUBLIC,  
personally appeared Rodney Conyers,

\_\_\_\_\_ personally known to me - or - X proved to me on the basis of satisfactory evidence  
to be the person whose name is subscribed to the within instrument and acknowledged to me that  
she executed the same in her authorized capacity, and the by her signature on the instrument  
the person, or the entity upon behalf of which she acted, executed the instrument.



Witness my hand and official seal.

Patti O'Neal  
signature of notary public

### DESCRIPTION OF ATTACHED DOCUMENT

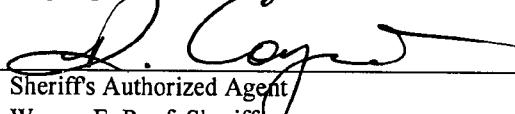
Title of Type of Document: Proof of Service

Document Date: \_\_\_\_\_ Number of pages: \_\_\_\_\_

Signer(s) other than named above: \_\_\_\_\_

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):		FOR COURT USE ONLY
<b>CHRISTOPHER E. MOHNEY</b> <b>90 BEAVER DRIVE STE 111B</b> <b>DU BOIS, PA 15801</b> <small>E-MAIL</small>		Telephone <b>(814) 375-1044</b> FAX
ATTORNEY FOR (Name):		
<b>COURT OF COMMON PLEAS</b> STREET ADDRESS: <b>CLEARFIELD COUNTY</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>CLEARFIELD, PA</b> BRANCH NAME:		
<b>PLAINTIFF:</b> <b>FIRST COMMONWEALTH BANK</b> <b>DEFENDANT:</b> <b>BARBARA I. MARTIN, EXECUTRIX ESTATE OF</b>		
<b>PROOF OF SERVICE</b>		FILE NUMBER <b>2005003610</b> COURT CASE NUMBER <b>04-1789 CD</b>

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the:
  - f. other (specify documents): **WRITTEN NOTICE OF SALE OF REAL PROPERTY BY THE SHERIFF OF CLEARFIELD COUNTY**
3. a. Party served: **BARBARA I. MARTIN,**  
b. Person served: **THOMAS MROSKEY, BROTHER**
4. Address where party was served: **30 DELAURENTI COURT**  
**WALNUT CREEK, CA 94598**
5. I served the party
  - b. by substituted service. On: 7/14/2005 at: 2:00 PM I left documents listed in item 2 with or in the presence of **THOMAS MROSKEY, BROTHER**.
    - (2) (home) a competent member of this household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (5) I attach a declaration of diligence stating actions taken first to attempt personal service.
7. Person who served papers:
  - a. Name: **Rodney Conyers, Deputy**
  - b. Address: **Sheriff's Civil Unit 920 Mellus Street Martinez, CA 94553**
  - c. Telephone number: **(925) 646-1770**
  - d. The fee for service was: **\$30.00**
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

  
\_\_\_\_\_  
Sheriff's Authorized Agent  
Warren E. Rupf, Sheriff

Date: July 15, 2005

Hearing: <No Information>

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

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

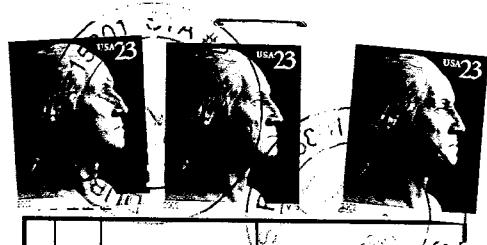
Received \_\_\_\_\_ Christopher E. Mohney, Esquire  
 \_\_\_\_\_ 90 Beaver Drive  
 \_\_\_\_\_ Suite 111B  
 \_\_\_\_\_ DuBois, PA 15801

One piece of ordinary mail addressed to:

**CLEARFIELD COUNTY TAX CLAIM BUREAU**  
**Clearfield County Courthouse**  
**1 N. Franklin Street**  
**Clearfield, PA 16830**

PS Form 3817, January 2001

*RECEIVED  
1/12/01  
KCM*



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

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

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

One piece of ordinary mail addressed to:

**ORVIS DELCAMP**  
**TAX COLLECTOR**  
**4116 Ridge Road**  
**Westover, PA 16692**

PS Form 3817, January 2001

*RECEIVED  
1/12/01  
KCM*



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

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

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

One piece of ordinary mail addressed to:

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

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

One piece of ordinary mail addressed to:

**CLEARFIELD COUNTY DOMESTIC RELATIONS**  
**Clearfield County Courthouse**  
**1 N. Franklin Street**  
**Clearfield, PA 16830**

PS Form 3817, January 2001

*RECEIVED  
1/12/01  
KCM*



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

FIRST COMMONWEALTH	:	NO. 04 - 1789 C.D.
BANK,	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
BARBARA I. MARTIN,	:	
Executrix of the Estate of	:	
MARGARET Y. MROSKEY,	:	
DEFENDANT	:	

**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: BARBARA I. MARTIN, EXECUTRIX of the Estate of  
MARGARET Y. MROSKEY  
30 Delaurenti Ct.  
Walnut Creek, CA 94598

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

ORVIS DELCAMP  
TAX COLLECTOR  
4116 Ridge Road  
Westover, PA 16692

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

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 1<sup>st</sup> day of July, 2005, at 10:00 o'clock 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: 6-2-05



Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

FIRST COMMONWEALTH  
BANK, : NO. 04 - 1789 C.D.

PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE

BARBARA I. MARTIN,  
Executrix of the Estate of  
MARGARET Y. MROSKEY,

DEFENDANT

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

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

TO: BARBARA I. MARTIN, EXECUTRIX of the Estate of  
MARGARET Y. MROSKEY  
30 Delaurenti Ct.  
Walnut Creek, CA 94598

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

ORVIS DELCAMP  
TAX COLLECTOR  
4116 Ridge Road  
Westover, PA 16692

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

EXHIBIT

"A"

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, JULY 1, 2005 at 10:00 o'clock A. M., the following described real estate of which BARBARA I. MARTIN, Executrix of the Estate of MARGARET Y. MROSKEY is the reputed owner.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK vs. BARBARA I. MARTIN, Executrix of the Estate of MARGARET Y. MROSKEY at No. 04-1789 C.D. in the amount of \$13,483.96.

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 July 5, 2005, 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

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesteरly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

THIS DEED is made under and subject to the exceptions and the reservations as were excepted and reserved in prior deeds of said land.

THE above described parcel of land was conveyed to the Grantor herein by deed of Joseph W. Mroskey, et al, dated February 22, 1978, and recorded in the office of the Recorder of Deeds in and for Clearfield County on March 30, 1978, in Deed Book Volume 757, page 095.

THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SEIZED, taken in execution to be sold as the property of BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY. JUDGMENT NO. 04-1789-CD

SCHEDULE "A"

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

FIRST COMMONWEALTH	:	NO. 04 - 1789 C.D.
BANK,	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
BARBARA I. MARTIN,	:	
Executrix of the Estate of	:	
MARGARET Y. MROSKEY,	:	
DEFENDANT	:	

**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:

TAMMIE MARIE CRADDOCK 116 Indian Hills Road Kittanning, PA 16201	BROOKE BRIANNA CRADDOCK 116 Indian Hills Road Kittanning, PA 16201
RAEGAN LAYNE CRADDOCK 116 Indian Hills Road Kittanning, PA 16201	CARRIE ANN MROSKEY 11604 Walnut View Way Louisville, KY 40299
TIMOTHY DUAINE LUCAS, JR. Box 172 Glenn Campbell, PA 15742	TAVIA ELIZABETH FARMERY 2756 Pioneer Lake Road Commodore, PA 15729
JUSTIN PAUL HENRY 2756 Pioneer Lake Road Commodore, PA 15729	KACEY RENEE MISKO 3638 Tanoma Road Clymer, PA 15728
BRITTANI FAITH SCOTT 3638 Tanoma Road Clymer, PA 15728	ZOEY COLE SCOTT 3638 Tanoma Road Clymer, PA 15728

DANIELLE GARNER  
5150 North Indianapolis Road  
Columbus, IN 47203

ROXANNE MARIE  
MROSKEY  
5110 Cherry Stone Drive  
Fayetteville, NC 28311

BIANCA JADE FERNANDEZ  
141 Collier Street  
Fayetteville, NC 28356

JOSHUA ADAM HENRY  
MROSKEY  
106 Ron Drive  
Derry, PA 15627

ROBERT JOSEPH HENRY  
MROSKEY  
106 Ron Drive  
Derry, PA 15627

SHANA KATHLEEN HENRY  
MROSKEY  
106 Ron Drive  
Derry, PA 15627

HEATHER RAE MROSKEY  
30 De Laurenti Court  
Walnut Creek, CA 94598

GABRIELLE MARTIN  
30 De Laurenti Court  
Walnut Creek, CA 94598

TAYLLOR MARTIN  
30 De Laurenti Court  
Walnut Creek, CA 94598

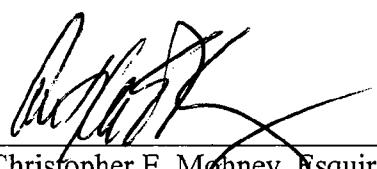
JONATHAN CARLTIN  
CONNELL  
5710 Cherry Stone Drive  
Fayetteville, NC 28311

YANA MARIE BINGAMAN  
3638 Tanoma Road  
Clymer, PA 15728

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 7<sup>th</sup> day of October, 2005, at 10:00 o'clock 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: 7/28/05

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
DEFENDANT :  
BARBARA I. MARTIN,  
Executrix of the Estate of  
MARGARET Y. MROSKEY,

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: BARBARA I. MARTIN, EXECUTRIX of the Estate of  
MARGARET Y. MROSKEY  
30 Delaurenti Ct.  
Walnut Creek, CA 94598

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

ORVIS DELCAMP  
TAX COLLECTOR  
4116 Ridge Road  
Westover, PA 16692

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
1 N. Franklin Street  
Clearfield, PA 16830

EXHIBIT

"A"

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See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of FIRST COMMONWEALTH BANK vs. BARBARA I. MARTIN, Executrix of the Estate of MARGARET Y. MROSKEY at No. 04-1789 C.D. in the amount of \$13,483.96.

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 July 5, 2005, 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

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SEIZED, taken in execution to be sold as the property of BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY. JUDGMENT NO. 04-1789-CD

SCHEDULE "A"



CHESTER A. HAWKINS  
SHERIFF

Sheriff's Office  
Clearfield County

COURTHOUSE

1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

June 14, 2005

CHRISTOPHER E. MOHNEY, ESQ.  
90 BEAVER DRIVE  
SUITE 111B  
DUBOIS, PA 15801

RE: FIRST COMMONWEALTH BANK

vs.

BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY

NO 04-1789-CD

Dear CHRISTOPHER E. MOHNEY, ESQ.:

This is notice that a Sheriff Sale that was scheduled for July 01, 2005, has now been rescheduled for Friday, October 7, 2005 at 10:00 A.M. in our office.

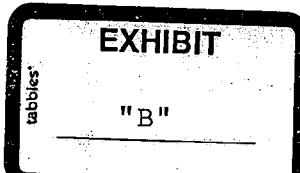
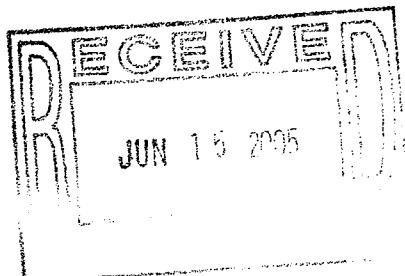
You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Butler-Aughenbaugh".

Cynthia Butler-Aughenbaugh  
Office Manager

Enclosure



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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF, : FORECLOSURE  
: : TYPE OF PLEADING: PRAECIPE  
VS. : TO SETTLE, DISCONTINUE AND END  
: : FILED ON BEHALF OF: PLAINTIFF  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
DEFENDANT. : SUPREME COURT NO.: 63494  
: : 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED No cc  
m/12/47/01 Cert. of  
OCT 11 2005 Disc. to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts Copy to CJA  
copy to Shff

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

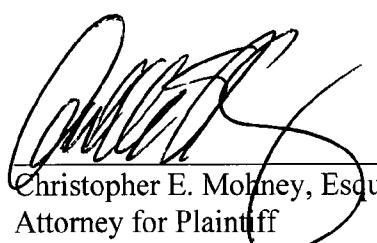
FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF, : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT. : :

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20124  
NO: 04-1789-CD

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 03/23/2005

LEVY TAKEN 05/23/2005 @ 10:50 AM

POSTED 05/23/2005 @ 10:50 AM

SALE HELD 10/07/2005

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/06/2006

DATE DEED FILED **NOT SOLD**

**FILED**

01/11/06  
FEB 06 2006

LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED BARBARA I. MARTIN, EXECUTRIX MROSKEY ESTATE

SERVED BARBARA I MARTIN, DEFENDANT, BY CERT AND REG MAIL TO 30 DELAURENTI CT., WALNUT CREEK, CA CERT #7004135000496725924. CERT MAIL RECEIVED BACK UNCALIMED 6/21/05

@ SERVED

NOW, OCTOBER 5, 2005 RECEIVED A FAX LETTER TO CANCEL THE SHERIFF SALE SCHEDULED FOR OCTOBER 7, 2005 AND RETURN THE WRIT AS UNSATISFIED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20124  
NO: 04-1789-CD

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: BARBARA I. MARTIN, EXECUTRIX OF THE ESTATE OF MARGARET Y. MROSKEY

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$168.99

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
In: Courtney Butch - Dephonak  
Chester A. Hawkins  
Sheriff

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

FIRST COMMONWEALTH : NO. 04 - 1789 C.D.  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
BARBARA I. MARTIN, :  
Executrix of the Estate of :  
MARGARET Y. MROSKEY, :  
DEFENDANT :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

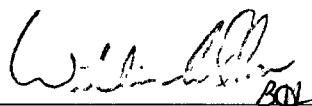
To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$13,483.96

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

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

Prothonotary costs 125.00

BY:   
William A. Shaw, Prothonotary

DATE: 3/22/05

Received March 23, 2005 @ 9:00 A.M.

Chetra A. Hawkins

By Amilia Butler-Aughenbaugh

ALL that certain piece, parcel or tract of land situate in the Township of Burnside, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a permanent iron pin, said place of beginning is the Northwesterly corner of property of Blaine Bartlebaugh and the Northeasterly corner of previous Grantors; thence along the Right-of-Way of Legislative Route 286 in a Westerly direction leading from the Burnside Borough intersection to the Glen Campbell Borough intersection a distance of 150 feet to an iron pin; thence along the line that is perpendicular to the aforementioned Legislative Route 286 through the property of the previous Grantors a distance of 400 feet, more or less, to an iron pin along the abandoned Right-of-way of the Pennsylvania Railroad; thence along the Pennsylvania Railroad Right-of-Way in an Easterly direction to the Southwesterly corner of property of Blaine Bartlebaugh a distance of 125 feet to an iron pin; thence in a Northerly direction along the Blaine Bartlebaugh property a distance of 400 feet, more or less, to an iron pin and place of beginning.

THIS DEED is made under and subject to the exceptions and the reservations as were excepted and reserved in prior deeds of said land.

THE above described parcel of land was conveyed to the Grantor herein by deed of Joseph W. Mroskey, et al, dated February 22, 1978, and recorded in the office of the Recorder of Deeds in and for Clearfield County on March 30, 1978, in Deed Book Volume 757, page 095.

THIS IS A CONVEYANCE FROM HUSBAND TO HUSBAND AND WIFE.

SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BARBARA I. MARTIN, EXECUTRIX MROSKEY ESTATE

NO. 04-1789-CD

NOW, February 04, 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 October 07, 2005, I exposed the within described real estate of Barbara I. Martin, Executrix Of The Estate Of Margaret Y. Mroskey 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 SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	24.30
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$168.99</b>

**DEED COSTS:**

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

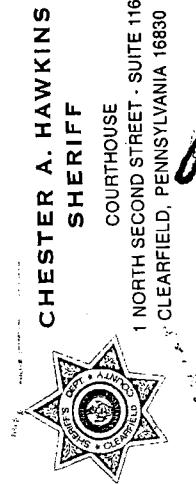
**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	13,483.96
INTEREST @	0.00
FROM TO 10/07/2005	
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>\$13,503.96</b>
<b>COSTS:</b>	
ADVERTISING	357.40
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	168.99
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$971.39</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

SEARCHED MAIL

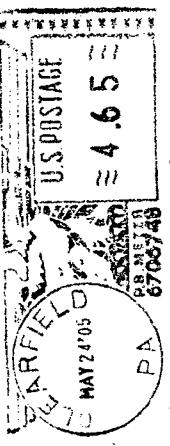


7004 1350 0004 9672 5924

BARBARA I. MARTIN  
30 DELAURENTI CT.  
WALNUT CREEK, CA 94598

6/11/05  
REFUSED  
UNCLAIMED X

34558+4602 34



6-6-05  
6-16 RTJ

PS Form 3800, June 2002  
See Reverse for Instructions

Street, Apt. No. ....		City, State, Zip+4 ....	
BARBARA I. MARTIN 30 DELAURENTI CT. WALNUT CREEK, CA 94598		Start To	
Total Postage & Fees \$ 4.65		USPS	
Postage \$ 4.65		CLEARFIELD PA	
Certified Fee		CLEARFIELD PA	
Return Receipt Fee		CLEARFIELD PA	
(Endorsement Required)		CLEARFIELD PA	
Reshredded Delivery Fee		CLEARFIELD PA	
(Endorsement Required)		CLEARFIELD PA	
Postmark Here		CLEARFIELD PA	
(Domestic Mail Only; No Insurance Coverage Provided)		CLEARFIELD PA	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>			
U.S. POSTAL SERVICE™ RECEIPT			



PLACE STICKER AT TOP OF ENVELOPE  
FOLD LINE  
DO NOT WRINKLE  
DO NOT BEND  
DO NOT STRETCH

**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:**

BARBARA L. MARTIN  
30 DELAURENTI CT.  
WALNUT CREEK, CA 94598

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

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

**2. Article Number**  
(Transfer from service label)

7004 1350 0004 9672 5924

PS Form 3811, February 2004      Domestic Return Receipt  
102595-02-M-1540

## CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW  
90 BEAVER DRIVE  
SUITE 111B  
DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

October 5, 2005

Via facsimile only 765.5915

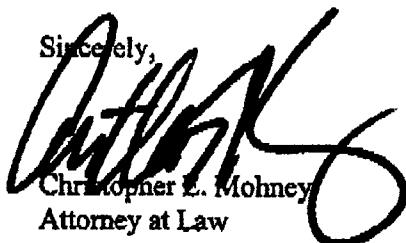
Ms. Cynthia Aughenbaugh  
Office of the Sheriff of Clearfield County  
Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

RE: First Commonwealth Bank vs. Barbara I. Martin, Executrix of  
The Estate of Margaret Y. Mroskey  
No. 04-1789 CD

Dear Cindy:

Please cancel the Sheriff Sale scheduled for Friday, October 7, 2005 at 10:00 a.m. The account has been settled. Please return the writ as "unsatisfied" and refund any unused advanced costs to First Commonwealth Bank, to my attention.

Thank you.

Sincerely,  
  
Christopher E. Mohney  
Attorney at Law

CEM:lle

cc: Terry Henry

TOTAL P.02

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**First Commonwealth Bank**

**Vs.**

**No. 2004-01789-CD**

**Barbara I. Martin**  
**Margaret Y. Mroskey**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 11, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$125.00 have been paid in full by First Commonwealth Bank.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of October A.D. 2005.

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William A. Shaw, Prothonotary