

04-1790-CD  
FIRST COMMONWEALTH BANK vs. BARBARA I. MARTIN, et al.

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

FIRST COMMONWEALTH  
BANK,

PLAINTIFF

VS.

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

DEFENDANT

NO. 04 -1790 C.D.

TYPE OF CASE: REPLEVIN

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

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

FILED 1CC Atty  
0/2:00/30 1CC Shff  
NOV 09 2004  
Piff pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

PLAINTIFF

VS.

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

DEFENDANT

NO. 04 - C.D.

TYPE OF CASE: REPLEVIN

**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 entered into a Note with Plaintiff, which Note was secured by a Mortgage also dated March 19, 2003. A copy of the Note is attached hereto as Exhibit "A"

4. Attached hereto as Exhibit "B" is copy of Certificate of Title for a trailer indicating first lien in favor of **FIRST COMMONWEALTH BANK**, which trailer was pledged by Defendant as additional security on the aforementioned Note loan.

5. Plaintiff believes, and therefore avers, that the trailer is placed on a foundation on the real estate pledged as collateral on the Note pursuant to the aforementioned mortgage.

6. Defendant is in default under the terms of the Promissory Note in that she has not made the required monthly payments.

7. Contemporaneous with this Action in Replevin, Plaintiff has filed an Action in Mortgage Foreclosure on the real estate.

8. By virtue of Defendant's failure to make principal payments due upon the aforementioned mortgage and Note, Plaintiff is entitled to possession of the mobile home/trailer that is resting on the real estate, believed to be on a foundation and, therefore, averred to be permanently attached to the property.

9. By reason of the foregoing, Plaintiff is entitled to possession of the 1989 Brooks Mobile Home/Trailer, Pennsylvania Vehicle Identification Number 1W111394Y.

WHEREFORE, Plaintiff demands judgment for possession of the 1973 New Moon  
Mobile Home/Trailer, Pennsylvania Vehicle Identification Number 11211523.

Respectfully submitted,

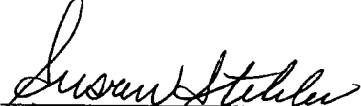
BY: 

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

**VERIFICATION**

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

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

  
\_\_\_\_\_  
Susan Stiteler

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$15,123.18	03-19-2003	04-01-2008	9110000896			RWE	<i>RWE</i>

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  
Punxy 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 (366 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, Punxy 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.

**SUCCESSOR 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, Punxsutawney, PA 15767

**GENERAL PROVISIONS.** Lender may delay or forgo enforcement of this Note, or any part of this Note, and unless otherwise indicated, no party who signs this Note, whether as maker, guarantor, or accommodation maker or endorser, shall be released from liability under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent of the presentment, demand for payment, and notice of dishonor, shall remain obligated to pay the debt, whether as maker, guarantor, or accommodation maker or endorser, and that Lender may renew or extend (repeatedly and for any

**EXHIBIT**

"A"



**PROMISSORY NOTE  
(Continued)**

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:**

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

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

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

8,666

031670025001350-002

112115-3

1973

NEW MOON

25567440005 MR

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE OF VEHICLE

TITLE NUMBER

MP

0

6/12/03

EXEMPT

0

BODY TYPE

DUP

SEAT CAP

PRIOR TITLE STATE

ODOM. PROCD. DATE

ODOM. MILES

ODOM. STATUS

11/01/73

6/12/03

UNLADEN WEIGHT

GVWR

GVWR

TITLE BRAND

### ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOSEPH W. & MARGARET  
HROSKEY  
PO BOX 23  
1ST AVE  
GLEN CAMPBELL PA 15742

FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF:

FIRST COMMONWEALTH BANK

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

FIRST COMMONWEALTH BANK  
CSC L/S-CONSUMER  
P O BOX 400  
INDIANA PA 15701

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D. BIEHLER

Secretary of Transportation

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner) CHECK HERE: Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE:

IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE:

IF NO LIEN, CHECK

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

EXHIBIT

"B"

STATE

ZIP

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

19989110

**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE (ODOMETER READING) IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

## IMPORTANT NOTICE

Please be advised that in lieu of notarization on this form, verification of a person's signature by an issuing agent who is licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee is acceptable. The signature and printed name of the issuing agent or the issuing agent's employee, date of verification, the issuing agent/licensed dealership's dealer identification number (DIN) and business name, must be listed in the space provided for notarization. Vehicle seller and purchaser must sign only in the presence of an officer empowered to administer oaths or an authorized agent as identified above.

**A. ASSIGNMENT OF TITLE-** Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.		LAST FIRST M.I.	
SUBSCRIBED AND SWORN TO BEFORE ME: _____ MO. _____ DAY _____ YEAR _____		PURCHASER OR FULL BUSINESS NAME _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER _____	
SEAL		STREET ADDRESS _____	
		CITY _____	
		STATE _____ ZIP _____ PURCHASE PRICE OR DIN _____	
		PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SIGNATURE OF SELLER _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SIGNATURE OF CO-SELLER _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE _____	

**B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER-** If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.		LAST FIRST M.I.	
SUBSCRIBED AND SWORN TO BEFORE ME: _____ MO. _____ DAY _____ YEAR _____		PURCHASER OR FULL BUSINESS NAME _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER _____	
SEAL		STREET ADDRESS _____	
		CITY _____	
		STATE _____ ZIP _____ PURCHASE PRICE OR DIN _____	
		PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SIGNATURE OF SELLER _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SELLER MUST HANDPRINT NAME HERE _____	

**RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER-**

I/We certify, to the best of my/our knowledge that the odometer reading is _____ TENTHS _____ miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked: <input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits <input type="checkbox"/> Is NOT the actual mileage WARNING: Odometer discrepancy I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.		LAST FIRST M.I.	
SUBSCRIBED AND SWORN TO BEFORE ME: _____ MO. _____ DAY _____ YEAR _____		PURCHASER OR FULL BUSINESS NAME _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER _____	
SEAL		STREET ADDRESS _____	
		CITY _____	
		STATE _____ ZIP _____ PURCHASE PRICE OR DIN _____	
		PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		CO-PURCHASER SIGNATURE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SIGNATURE OF SELLER _____	
SIGNATURE OF PERSON ADMINISTERING OATH _____		SELLER MUST HANDPRINT NAME HERE _____	

**C. ☐ CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$ \_\_\_\_\_**

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

FIRST COMMONWEALTH BANK

VS.

Sheriff Docket #

16598

04-1790-CD

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

COMPLAINT IN REPLEVIN

**SHERIFF RETURNS**

NOW DECEMBER 6, 2004 MAILED THE WITHIN COMPLAINT IN REPLEVIN TO BARBARA I. MARTIN, Executrix of The Estate of Margaret Y. Mroskey, DEFENDANT BY CERT. MAIL #7002 3150 0000 7854 6471 AT 30 DELAURENTI COURT, WALNUT CREEK, CA. 94598 BEING HER LAST KNOWN ADDRESS. THE LETTER IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "UNCLAIMED".

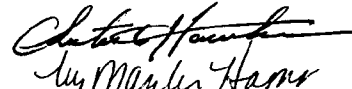
**Return Costs**

Cost	Description
23.12	SHERIFF HAWKINS PAID BY: PLFF CK# 107140
10.00	SURCHARGE PAID BY: PLFF CK# 110600

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

012:01001  
FEB 07 2005

William A. :  
Prothonotary/Clerk of Courts

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

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

WALNUT CREEK CA 94598

Postage	\$0.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$3.50
Total Postage & Fees	\$8.15

Sent To  
 BARBARA I. MARTIN, Executrix  
 30 Delaurentti Court  
 Walnut Creek, CA. 94598

City, State, ZIP+4  
 Walnut Creek, CA. 94598

PS Form 3800, June 2002  
 See Reverse for Instructions

12/02/2001

7002 3150 0000 7854 647J

**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.

16598



CHESTER A. HAWKINS  
SHERIFF

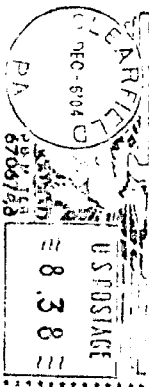
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

7002 3150 0000 7854 6471

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



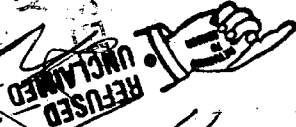
7002 3150 0000 7854 6471



REGISTERED  
DELIVERY

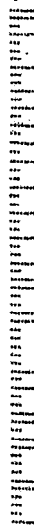
BARBARA I. MARTIN, Executrix of  
The Estate of Margaret Y. Mroskey  
30 Delaurenti Court  
Walnut Creek, CA. 94598

ADDRESSEE ONLY



REFUSED  
UNCLAIMED

3439814602 34



1-3-05  
1-13-05  
FACILITATED  
DELIVERY



**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input checked="" 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		

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

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)

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540