

04-1952-CD
PNC BANK, NATIONAL ASSOCIATION vs. JOHN O GEARHART, et al.

PNC Bank vs John Gearhart et al
2004-1952-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

Case No. 04-19 52-C1

COMPLAINT IN
MORTGAGE FORECLOSURE

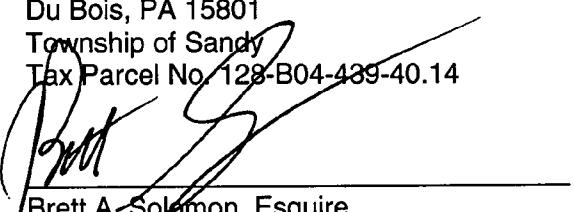
Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Beverly Weiss Manne, Esquire
Ps. I.D. No. 34545
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
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1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

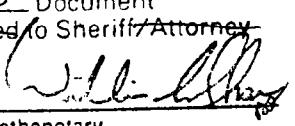
I hereby verify that the property to be
foreclosed upon is:

30 Brown Street
Du Bois, PA 15801
Township of Sandy
Tax Parcel No. 128-B04-439-40.14


Brett A. Solomon, Esquire
Attorney for Plaintiff

FILED
m 11/16 BA 1085-00
eecto 4/04
DEC 08 2004

1-27-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
Plaintiff,)
) No. _____
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

IMPORTANT NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,)
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.
2. Defendants, John O. Gearhart and Donna J. Gearhart ("Borrowers") are adult individuals whose last known address is 409 Chestnut Street, Bellefonte, PA 16823.
3. On or about August 7, 2001, Borrowers executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$64,661.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated August 7, 2001 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security

interest in certain real property located in the Township of Sandy, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Instrument Number 200113028. A true and correct copy of the Mortgage is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and the Mortgage for failure to make payments when due. The Note is due from July 15, 2004 and as of November 2, 2004 was past due in the amount of \$1,943.48.

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

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

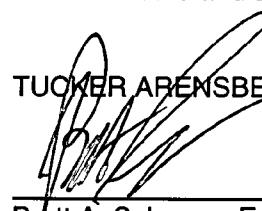
8. On or about September 24, 2004, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Defendants are attached hereto as Exhibit "C" and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of November 2, 2004 is as follows:

| | |
|---|--------------------|
| Principal..... | \$ 61,744.37 |
| Interest through November 2, 2004 | 2,031.12 |
| (Continuing Thereafter at \$10.1051 per diem) | |
| Late Fees | 97.16 |
| Costs | to be added |
| Attorney's Fees..... | <u>to be added</u> |
| TOTAL..... | \$ 63,872.65 |

10. The total amount now due to the Bank under the Note and Mortgage as of November 2, 2004 was Sixty-Three Thousand Eight Hundred Seventy-Two and 65/100 Dollars (\$63,872.65), plus interest accruing from November 2, 2004 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Three Thousand Eight Hundred Seventy-Two and 65/100 Dollars (\$63,872.65), plus continuing interest at the contract rate from November 2, 2004, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.


TUCKER ARENSBERG, P.C.

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for PNC Bank, National
Association, Plaintiff

BANK_FIN:236086-1

VERIFICATION

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

By: 
Name: Darnella Ganaway
Title: Attorney Relations Manager
PNC Bank, National Association

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
Plaintiff,) No. _____
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY)

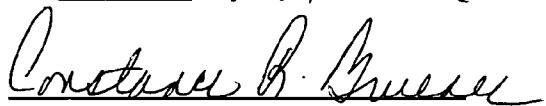
I, Darnella Ganaway, Attorney Relations Manager, PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, John O. Gearhart and Donna J. Gearhart, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

Sworn to and subscribed before me

this 30th day of November, 2004.



Constance B. Bresser
Notary Public

My Commission Expires:
BANK_FIN:236086-1

EXHIBIT "A"

Direct Installment Loan Disclosure and Note

Borrower: JOHN G GEARHEART
DONNA J GEARHEART

Lender: PNC Bank National Association

Items preceded by " " are not applicable unless marked " " or the equivalent.

Truth-in-Lending Disclosures

| ANNUAL PERCENTAGE RATE <input checked="" type="checkbox"/> The cost of the Borrower's credit as a yearly rate.) | FINANCE CHARGE The dollar amount the credit will cost the Borrower. | Amount Financed The amount of credit provided to the Borrower or on the Borrower's behalf. | Total of Payments The amount the Borrower will have paid after Borrower has made all payments as scheduled. |
|---|---|--|---|
| 8.243 % | \$ 72,908.02 | \$ 64,661.00 | \$ 137,569.02 |

The Borrower's Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 179 | \$ 485.87 | Monthly, beginning 9/15/2001 |
| 1 ¹ | 50,598.29 | 8/15/2016 |
| 2 ² | | |

¹ means an estimate

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

None. Goods or property being purchased.
 Real Estate.

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

Security Interest Charges:

None. Filing Fees \$ 31.00

Variable Rate: Not Applicable.

This loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.
 The Annual Percentage Rate may increase if the Prime Rate published in *The Wall Street Journal* increases. The rate will not increase more often than once a month. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 18%. Any increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or:

the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, you would be required to pay one additional payment of \$254.88.

the amount of the payments to change. The amount of the payments may increase every four years. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 72 monthly payments of \$203.39, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$227.12 for the 49th through the 72nd payments.

If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.0000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

If Borrower's participation in the Club or Package Plan is discontinued for any reason, the Club Discount of 0.0000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial interest rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Club Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

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

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

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

I want Single Credit Life Insurance which costs \$

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

1. 2. Signatures of Persons to be insured for Joint Credit Life Insurance

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

Signature of Borrower

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

Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note.

| | | | | | |
|---|---------------|--------------------------------------|----------------|--------------------------------|----------|
| Acceleration of the outstanding balance | 14 | Daily balance | 4.8 | Monthly payment | 3.7 |
| Application of payments | 9 | Daily interest rate | 4.8 | Monthly payment changes | 7 |
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| | | Lender's right to endorse checks | 21 | Waiver | 12,15 |
| | | Margin | 4 | | |

Direct Installment Loan Disclosure and Note

Borrower: JOHN D GEARHEART
DONNA J GEARHEART

Lender: PNC Bank National Association

Date: 8/07/2001

Direct Installment Loan Note

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

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

2. **Borrower's Promise to Pay.** To repay this loan, Borrower promises to pay to Lender \$ 64,681.00, with interest on the unpaid balance from the date funds are advanced until paid in full. Interest shall be paid at the rate per annum of 8.240 %. Borrower promises to make payments in accordance with the payment schedule stated in this Note. Borrower promises to pay to Lender all other amounts which may become due under the terms of this Note, including, if applicable, Late Charges and Costs of Collection. Borrower agrees to make payments at the place designated by Lender. Borrower may also be required to pay to Lender certain other charges before Lender will give any money to Borrower. These charges, if any, are stated on page one in "Itemization of Amounts paid by Borrower at the time the loan is made" and/or in the Settlement Statement.

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

in uninterrupted monthly payments: 179 payments of \$ 485.87 and a final payment, which will be billed by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 9/15/2001.

Payments will continue until all amounts due are paid.

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

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

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

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

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

5. **Automatic Payment Plan.** Not Applicable. Borrower authorizes Lender to deduct the amount on this loan from Borrower's deposit account number

111
loan may increase b participation in the any Borrower chooses; or (c) if it payment on three /

*Book
W/
Coupon*

6. **Club or Package Plan.** The package of benefits in this Note may participate in two /

7. **Monthly Payment Changes.**

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

The payment amounts may increase (but will not decrease) if Borrower terminates participation in the Club or Package Plan. Automatic Payment Plan. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the new interest rate. If the payment amount will increase, Lender will notify Borrower of the effective date and amount of the new payment.

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

Changes in the interest rate may cause the number of payments to change and/or the amount of the payments to increase; the first change in the payment amount may occur on a date 48 months after the due date of the first monthly payment; subsequent changes, if applicable, will occur every 48 months thereafter. Not more than 45 days, but not less than 25 days, before the date of each payment change, Lender will calculate the new payment amount. The payment amount may increase but will not decrease, except for the final payment. Lender will determine the amount of equal monthly payments that would be

sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

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

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

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

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

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

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

14. **Defaults.** (As used in this paragraph, the term "Borrower" includes Borrowers, Co-Makers, Guarantors, sureties, and any owner of property which is security for this Note.) Borrower will be in default:

(a) if Borrower does not make any payment before or on the date it is due; or

(b) if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender; or

(c) if anyone who signs the security agreement or a mortgage securing this Note breaks any promise made in the security agreement or mortgage, including but not limited to the promise not to sell, give away or transfer title to the property which is the subject of the mortgage or security interest; or

(d) if any property in which Lender has obtained a security interest is secure this Note is lost, stolen or not recovered within a reasonable time or destroyed; or

(e) if Borrower has made any untrue statement or misrepresentation in the credit application or any other certificate or document given or made for this loan; or

(f) upon the death of Borrower or any one of them, if there is more than one; or

(g) if Borrower provides Lender with false information or forged signatures at any time; or

(h) if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent; or

(i) if Lender in good faith believes that the prospect of Borrower's paying this Note is impaired.

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

Borrower will also be in default:

(a) if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due; or

(b) if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession; or

(c) if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or

(d) if Borrower makes an assignment for the benefit of creditors, or any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation or other legal or equitable proceedings are instituted by or against Borrower; or

(e) if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

If any event described in (a), (b), (c), (d) or (e) happens, the entire outstanding balance on this Note shall be immediately due without any prior notice to Borrower, or right to cure, except as may be required by law.

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



Date: 8/07/2001

Direct Installment Loan Disclosure and Note

Borrower: JOHN O GEARHEART
DONNA J GEARHEART

Lender: PNC Bank National Association

Direct Installment Loan Note – continued

15. General Waiver Provisions. Borrower waives presentment for payment, demand, protest, notice of protest, dishonor and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower further waives any right to require due diligence in collection by Lender.

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

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

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

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

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

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

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

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

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

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

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

(g) if amounts are advanced by Lender under this Note for taxes and/or insurance, Lender may, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in substantially equal installments on the due date stated in the payment schedule; and

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

21. Lender May Sign Borrower's Name to Insurance Checks. Borrower gives Lender the right and power to sign Borrower's name on any check or draft from an insurance company. This is limited to a check or draft in payment of returned premiums, benefits under credit life insurance or credit disability insurance, and claims made under physical damage insurance and flood insurance covering property which is security for this loan. Borrower does not have the right to, and agrees that Borrower will not, revoke the power of Lender to make Borrower's endorsement. Lender may exercise the power for Lender's benefit and not for Borrower's benefit, except as otherwise provided by law.

22. Costs of Collection. If Lender files suit or takes action to collect this loan or protect the collateral or the lender's security interest in it, Borrower agrees to pay Lender's costs and expenses to do so, if Lender is permitted by applicable law to require Borrower to pay those costs. Unless such action is taken in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

NOTICE TO CO-SIGNER

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

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

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

23. Security Interests in Deposits. The Lender may set-off any amounts due and unpaid under this loan against any of Borrower's money on deposit with Lender. This includes any money which is now or may in the future be deposited with Lender by Borrower or with any co-depositor, including Borrower's spouse. This also includes any property, credits, securities, or money of the Borrower, which may at any time be delivered to or in the possession of the Lender. This may be done without any prior notice to Borrower.

24. Assignment. Borrower may not assign or otherwise transfer his rights under this Note to anyone else. Lender may sell, transfer, or assign this Note, and any security agreement and/or mortgage given to secure this Note, and Borrower's rights and obligations under this Note will continue unchanged.

25. Multiple Parties. If there is more than one Borrower, each agrees to be responsible to Lender individually and together, for payment in full of this loan. Borrowers agree that payment of all or part of the proceeds of this Note to any Borrower or to anyone else at the direction of any Borrower will be the equivalent of payment to each Borrower and for the benefit of all Borrowers.

26. Customer Information. To serve its customers efficiently and offer a full range of financial services, Lender shares customer transaction and experience information among the PNC family of companies. PNC companies also share other personal information, such as applications, financial statements, and credit reports. Borrower may request that Lender does not share the other personal information (except where such information is used by one PNC company to service customer accounts for another) by writing to Lender at PNC Bank, P.O. Box 86066, Pittsburgh, Pa. 15228. Please include Borrower's name, address, account number(s) or social security number.

27. Heirs and Personal Representatives Bound. The provisions of this Note shall be binding upon the Borrower, and the heirs and personal representatives of the Borrower.

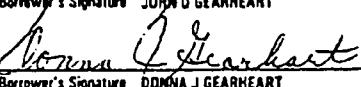
28. Governing Law and Construction. This Note has been accepted by Lender in Pennsylvania and all loans shall be extended by Lender to Borrower in Pennsylvania. Regardless of the state of Borrower's residence or the place to which Borrower submitted an application, Borrower agrees that the provisions of this Note relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the law of Pennsylvania; procedural matters relating to the enforcement of the obligations evidenced by the Note and matters related to the granting, perfection and enforcement of a security interest securing this Note, if any, shall be governed by the laws of the state where the enforcement, granting or perfection takes place.

29. Communication Concerning Disputed Debts. ALL COMMUNICATIONS BY BORROWER TO LENDER CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE LOAN, SHOULD BE SENT TO CENTRALIZED CUSTOMER ASSISTANCE, 2730 LIBERTY AVENUE, PITTSBURGH, PA 15222.

30. Credit Reports. BORROWER AUTHORIZES LENDER TO OBTAIN CREDIT REPORTS ON BORROWER FROM TIME TO TIME AT LENDER'S DISCRETION WHILE BORROWER HAS A LOAN OUTSTANDING WITH LENDER.

31. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS NOTE AND DISCLOSURE, BY SIGNING BELOW, BORROWER AGREES TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS NOTE. Each of the Borrowers guarantees that the signature of any Borrower is genuine.


Borrower's Signature JOHN O GEARHEART Date


Borrower's Signature DONNA J GEARHEART Date

32. CO-MAKERS SEE NOTICE TO CO-SIGNER BELOW. Any Borrower who is designated as a Co-Maker agrees to be equally responsible with all other Borrowers for the payment of this loan and performance of all promises in this Note.

Co-Maker's Signature _____ Date _____

Co-Maker's Signature _____ Date _____

EXHIBIT "B"

11-7-61
Mortgage

PNCBANK

(Closed-End)

THIS MORTGAGE is made on 8/07/2001. The Mortgagor is JOHN O & DONA J GEARHEART. If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank National Association. The word "Borrower" means JOHN O GEARHEART, DONNA J GEARHEART. If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Sixty-four Thousand, Six Hundred and Sixty-one Dollars

(U.S. \$ 64,661.00). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 8/07/2001.

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

30 BROWN ST

DUBOIS

PA

15801

CLEARFIELD

Recording Date of Original Deed

12/04/1996

Deed Book Number

1807

Page Number

178

Tax Parcel No.

N/A

Lot / Block No.

SEE BELOW N/A

128 - B7 - 434 - 40 14
Page of Deed

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

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

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

Covenants. Mortgagor promises and agrees as follows:

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

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

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

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

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

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

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

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

Witness

Witness

PA FORM 115323-040C

Mortgagor

Mortgagor

Acknowledgment taken in the STATE OF PENNSYLVANIA, COUNTY OF

On this 7th day of August, 2001, before me, Scott L. Mayfield, the undersigned officer (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared John A. & Anna J. Gearhardt, whose name(s) is (are) subscribed to the within instrument and acknowledged that by

Signature

Title

~~Notarial Seal~~
Scott A. Magnetti, Notary Public
Logan Twp., Blair County
My Commission Expires Aug. 9, 2004

Member, Pennsylvania Association of Notaries

Affidavit of Subscribing Witness (Do not use if Mortgagor(s) acknowledged the Mortgage. Affidavit must be taken in county where Property is located.)

Before me, a notary public (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared _____, the subscribing witness to the within Mortgage, who being duly sworn according to law, deposes and says that he/she was personally present at the execution of said Mortgage, saw the within named Mortgagor(s) _____ and _____ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth; and that the name of this deponent affixed thereto as subscribing witness is of deponent's own proper handwriting.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY

INSTRUMENT NUMBER

Aug 17, 2001

RECORDING FEES - \$13.00
RECORDED

RECODER THE DOCUMENTATION GUIDE

INITIAL \$13.30
CUSTOMER

Subscribing Witness

Sworn to and subscribed before me this _____ day of _____

Notary Public

Agent for Mortgagee

Certificate of Residence: 507A Mapcoff, do hereby certify
that Mortgagor's precise residence is Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

RECORDED in the STATE of PENNSYLVANIA, COUNTY of _____, on this _____ day of _____,
_____, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Volume _____, page _____.
WITNESS my hand and the seal of said office the day and year aforesaid.

Recorder

Mortgage

(Closed-End)

From

JOHN & UNA J. GEARHEART

PNC Bank, National Association

Mail to:
PNC Bank
Consumer Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

Recorded

Number

EXHIBIT "C"



JOHN O GEARHEART
30 BROWN ST
DUBOIS, PA 15801

Date of this Notice: September 24, 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 save your home.
This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: JOHN O GEARHEART / DONNA J GEARHEART
PROPERTY ADDRESS: 30 BROWN ST, DUBOIS, PA 15801
LOAN ACCT. NO.: 045-01-8108947894
ORIGINAL LENDER: PNC
CURRENT LENDER/SERVICER: PNC Bank, NA



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY,
THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD
NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
30 BROWN ST, DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$485.87 for each of the months from July 2004 through September 2004.

Other charges (explain/itemize): Late Charges for \$48.58

TOTAL AMOUNT PAST DUE: \$1,506.19

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,506.19, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage of The PNC Financial Services Group



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

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

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

Phone Number: (412) 762-3106 or 1-800-878-0027

Contact Person: Arlene West

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

ASSUMPTION OF MORTGAGE – You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

YOU MAY ALSO HAVE THE RIGHT:

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

Very truly yours,

Arlene West
PNC Bank, National Association

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



DONNA J GEARHEART
30 BROWN ST
DUBOIS, PA 15801

Date of this Notice: September 24, 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 save your home.
This Notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME: DONNA J GEARHEART
PROPERTY ADDRESS: 30 BROWN ST, DUBOIS, PA 15801
LOAN ACCT. NO.: 045-01-8108947894
ORIGINAL LENDER:
CURRENT LENDER/SERVICER:

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY,
THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD
NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date):

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
30 BROWN ST, DUBOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$485.87 for each of the months from July 2004 through LAS1.

Other charges (explain/itemize): Late Charges for \$48.58

TOTAL AMOUNT PAST DUE: \$1,506.19

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,506.19, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.
A member of The PNC Financial Services Group



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

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

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

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

Contact Person: Arlene West

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

ASSUMPTION OF MORTGAGE – You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

YOU MAY ALSO HAVE THE RIGHT:

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

Very truly yours,

Arlene West
PNC Bank, National Association

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Clearfield County

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

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

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

Clearfield County

Consumer Credit Counseling Service of Western PA, Inc
500-02 3rd Ave
PO Box 278
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Keystone Economic Development Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax # (814) 539-1688

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

No. 04-1952-CD

PRAECIPE TO REINSTATE
COMPLAINT IN
MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. #83746

TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED
M 2/14/08 *Prestituto
Completo dny*
JAN 27 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION)
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

PRAECIPE TO REINSTATE COMPLAINT

TO: PROTHONOTARY

Please reinstate the complaint in the above-captioned matter.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Pa I.D. #83746
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

BF 240298

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100054
NO: 04-1952-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN O. GEARHART and DONNA J. GEARHART

SHERIFF RETURN

NOW, December 14, 2004, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN O. GEARHART.

NOW, December 23, 2004 AT 7:14 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN O. GEARHART, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
d/2/3584
FEB 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100054
NO: 04-1952-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN O. GEARHART and DONNA J. GEARHART

SHERIFF RETURN

NOW, December 14, 2004, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONNA J. GEARHART.

NOW, December 23, 2004 AT 4:14 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DONNA J. GEARHART, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100054
NO: 04-1952-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: JOHN O. GEARHART and DONNA J. GEARHART

SHERIFF RETURN

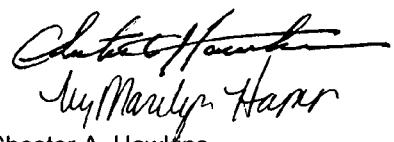
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE | ARENSBERG | 268252 | 20.00 |
| SHERIFF HAWKINS | ARENSBERG | 268252 | 36.00 |
| CENTRE CO. | ARENSBERG | 268251 | 56.00 |

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

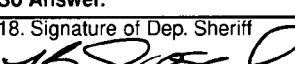


My
Marilyn Hasker
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

| | | | | | | | | | | | | | | | | | | | |
|--|-----------------------|--|----------------------------|--|------------------------|-----------------------|-----------------------------|-----------------------------|-------------------------------------|-------------------------------|-----------------------|-------------------------|----------------------------|--------------------------|------------------------|-----------------------|----------------------|-----------------------------|-------------------------------------|
| SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN | | | | INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies. | | | | | | | | | | | | | | | |
| 1. Plaintiff(s) PNC Bank | | | | 2. Case Number 04-1952 Page # 2948-1A | | | | | | | | | | | | | | | |
| 3. Defendant(s) John & Donna Gearhart | | | | 4. Type of Writ or Complaint: Complaint | | | | | | | | | | | | | | | |
| SERVE → AT | | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. John Gearhart | | | | | | | | | | | | | | | | | |
| | | 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 409 Chestnut St., Bellefonte, PA 16823 | | | | | | | | | | | | | | | | | |
| 7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other | | | | | | | | | | | | | | | | | | | |
| Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This depose being made at the request and risk of the plaintiff. Sheriff of Centre County | | | | | | | | | | | | | | | | | | | |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE | | | | | | | | | | | | | | | | | | | |
| NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof. | | | | | | | | | | | | | | | | | | | |
| 9. Print/Type Name and Address of Attorney/Originator | | | | 10. Telephone Number | | | 11. Date | | | | | | | | | | | | |
| | | | | | | | 12. Signature | | | | | | | | | | | | |
| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE | | | | | | | | | | | | | | | | | | | |
| 13. I acknowledge receipt of the writ or complaint as indicated above. | | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | | | 14. Date Filed | | 15. Expiration/Hearing Date | | | | | | | | | | | | |
| TO BE COMPLETED BY SHERIFF | | | | | | | | | | | | | | | | | | | |
| 16. Served and made known to John Gearhart , on the 23rd day of Dec. , 20 04 , at 1914 o'clock, 2 m., at 409 Chestnut St., Bellefonte, PA , County of Centre Commonwealth of Pennsylvania, in the manner described below: <input checked="" type="checkbox"/> Defendant(s) personally served. Adult family member with whom said Defendant(s) resides(s). Relationship is _____ Adult in charge of Defendant's residence. Manager/Clerk of place of lodging in which Defendant(s) resides(s). Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____ | | | | | | | | | | | | | | | | | | | |
| On the _____ day of _____, 20 _____, at _____ o'clock, _____ M. Defendant not found because: Moved Unknown No Answer Vacant Other _____ | | | | | | | | | | | | | | | | | | | |
| Remarks: <table border="1"> <tr> <td>Advance Costs 75.00</td> <td>Docket 9.00</td> <td>Service 15.00</td> <td>Sur Charge 20.00</td> <td>Affidavit 2.50</td> <td>Mileage 8.00</td> <td>Postage .50</td> <td>Misc. 1.00</td> <td>Total Costs 56.00</td> <td>Gross Due or Refund 19.00</td> </tr> </table> | | | | | | | | | | Advance Costs 75.00 | Docket 9.00 | Service 15.00 | Sur Charge 20.00 | Affidavit 2.50 | Mileage 8.00 | Postage .50 | Misc. 1.00 | Total Costs 56.00 | Gross Due or Refund 19.00 |
| Advance Costs 75.00 | Docket 9.00 | Service 15.00 | Sur Charge 20.00 | Affidavit 2.50 | Mileage 8.00 | Postage .50 | Misc. 1.00 | Total Costs 56.00 | Gross Due or Refund 19.00 | | | | | | | | | | |
| 17. AFFIRMED and subscribed to before me this 13 20. day of Jan. 20 05 23. Corinne Peters Notary Public | | | | | | | | | | | | | | | | | | | |
| 18. Signature of Dep. Sheriff  4512 | | | | | | | | | | | | | | | | | | | |
| 19. Date 28 Dec. 04 | | | | | | | | | | | | | | | | | | | |
| 21. Signature of Sheriff  | | | | | | | | | | | | | | | | | | | |
| 22. Date | | | | | | | | | | | | | | | | | | | |
| SHERIFF OF CENTRE COUNTY | | | | | | | | | | | | | | | | | | | |
| Amount Pd. Page | | | | | | | | | | | | | | | | | | | |
| 24. I ACKNOWLEDGE THIS EXPRESSES MY RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE Member, Pennsylvania Association of Notaries | | | | | | | | | | | | | | | | | | | |
| 25. Date Received | | | | | | | | | | | | | | | | | | | |

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

| | | |
|-----------------|-----------------------|---|
| 1. Plaintiff(s) | PNC Bank | 2. Case Number 04-1982 page # 2948-AA |
| 3. Defendant(s) | John & Donna Gearhart | 4. Type of Writ or Complaint: Complaint |

| | |
|------------------|--|
| SERVE → AT | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Donna Gearhart |
| | 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 409 Chestnut St., Bellefonte, PA 16823 |

| | | | | | |
|------------------------------|----------|----------------|----------|------|-------|
| 7. Indicate unusual service: | Reg Mail | Certified Mail | Deputize | Post | Other |
|------------------------------|----------|----------------|----------|------|-------|

Now, 20. I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

| | | |
|---|----------------------|----------|
| 9. Print/Type Name and Address of Attorney/Originator | 10. Telephone Number | 11. Date |
| | 12. Signature | |

| | | | |
|--|--|----------------|-----------------------------|
| 13. I acknowledge receipt of the writ or complaint as indicated above. | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date |
|--|--|----------------|-----------------------------|

TO BE COMPLETED BY SHERIFF

16. Served and made known to Donna Gearhart, on the 23rd day of Dec., 20 04, at 1914 o'clock, P.m., at 409 Chestnut St., Bellefonte, PA, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

✓ Defendant(s) personally served.

- Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- _____ and officer of said Defendant company.
- Other _____

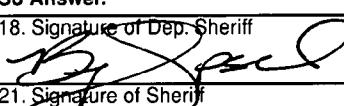
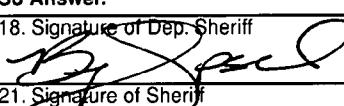
On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

- Moved
- Unknown
- No Answer
- Vacant
- Other _____

Remarks:

| Advance Costs | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund |
|---------------|--------|---------|------------|-----------|---------|---------|-------|-------------|---------------------|
| | | | | | | | | | |

| | | |
|--|---|------------------------|
| 17. AFFIRMED and subscribed to before me this 13 | So Answer. | 19. Date 5572 |
| 20. day of Jan. 2005 | 18. Signature of Dep. Sheriff  | 22. Date 28 Dec. 04 |
| 23. Corinne Peters | 21. Signature of Sheriff  | |

| | |
|--|--------------------------|
| Notarial Seal Corinne Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Sept 2005 | SHERIFF OF CENTRE COUNTY |
| Amount Pd. _____ | Page _____ |
| 24. I ACKNOWLEDGE RECEIPT OF EXPIRED NOTARIAL SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE Member, Pennsylvania Association of Notaries | 25. Date Received |



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

14/53
OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

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

ROBERT SNYDER
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100054

TERM & NO. 04-1952-CD

PNC BANK, NATIONAL ASSOCIATION

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

JOHN O. GEARHART and DONNA J. GEARHART

SERVE BY: 01/07/05

MAKE REFUND PAYABLE TO TUCKER ARENSBERG, P.C.

SERVE: JOHN O. GEARHART

ADDRESS: 409 CHESTNUT ST., BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 14, 2004.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

PC 2948-PA
LC 17-5-0



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

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

ROBERT SNYDER
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100054

TERM & NO. 04-1952-CD

PNC BANK, NATIONAL ASSOCIATION

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

JOHN O. GEARHART and DONNA J. GEARHART

SERVE BY: 01/07/05

MAKE REFUND PAYABLE TO TUCKER ARENSBERG, P.C.

SERVE: DONNA J. GEARHART

ADDRESS: 409 CHESTNUT ST., BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, December 14, 2004.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION

CIVIL DIVISION,

Plaintiff,
vs.

No. 04-1952-CD

JOHN O. GEARHART and
DONNA J. GEARHART,

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendants.

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

Counsel of record for this party:

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

64
FILED 100% Notice
m/9/40/01 to Defs.
FEB 07 2005 Statement to
William A. Shaw Atty
Prothonotary/Clerk of Courts
Atty pd. 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$65,603.08 plus continuing interest at the contract rate of \$10.1051 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

| | |
|---|------------------|
| Amount claimed in Complaint | \$ 63,872.65 |
| Interest from 11/3/04 to 2/1/05 @ \$10.1051 per diem..... | \$ 909.46 |
| Late Charges from 11/04 to 1/05 @ \$24.28/mo..... | \$ 72.84 |
| Attorney's fees and charges through 11/15/04..... | \$ <u>748.13</u> |
| *TOTAL | \$ 65,603.08 |

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

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


TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC Bank, . c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: John O. Gearhart, 409 Chestnut Street, Bellefonte, PA 16823
 Donna J. Gearhart, 409 Chestnut Street, Bellefonte, PA 16823

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

TO: John O. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

DATE OF NOTICE: January 21, 2005

IMPORTANT NOTICE

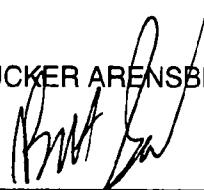
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

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

TUCKER ARENSBERG, P.C.

By: 

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

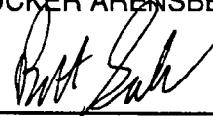
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, John O. Gearhart, by depositing same in the United States Mail, first class postage prepaid, on January 21, 2005 at the following address:

John O. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

TO: Donna J. Gearhart
 409 Chestnut Street
 Bellefonte, PA 16823

DATE OF NOTICE: January 21, 2005

IMPORTANT NOTICE

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

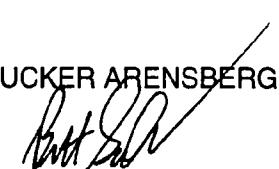
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

TUCKER ARENSBERG, P.C.

By:


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

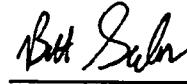
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Donna J. Gearhart, by depositing same in the United States Mail, first class postage prepaid, on January 21, 2005 at the following address:

Donna J. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

NOTICE OF JUDGMENT

TO: John O. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on
February 7, 2005, in the amount of \$65,603.08 plus continuing interest at the
contract rate together with costs, late charges, and attorneys fees.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
Plaintiff,)
vs.) No. 04-1952-CD
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

NOTICE OF JUDGMENT

TO: Donna J. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on
February 7, 2005, in the amount of \$65,603.08 plus continuing interest at the
contract rate together with costs, late charges, and attorneys fees.

Prothonotary

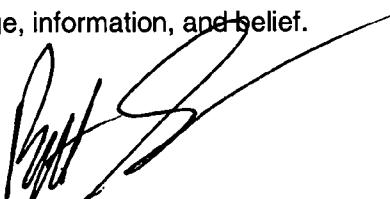
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 04-1952-CD
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

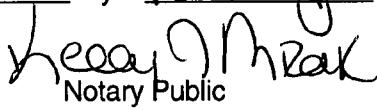
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, John O. Gearhart and Donna J. Gearhart, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon, Esquire

Sworn to and subscribed before me this

1st day of February, 2005.


Kelly J. Mizak
Notary Public

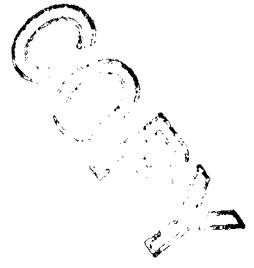
BF 240295

COMMONWEALTH OF PENNSYLVANIA

| |
|--------------------------------------|
| Notarial Seal |
| Kelly J. Mizak, Notary Public |
| City of Pittsburgh, Allegheny County |
| My Commission Expires May 23, 2005 |

Member, Pennsylvania Association of Notaries

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



PNC Bank, National Association
Plaintiff(s)

No.: 2004-01952-CD

Real Debt: \$65,603.08

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John O. Gearhart
Donna J. Gearhart
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 7, 2005

Expires: February 7, 2010

Certified from the record this 7th day of February, 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

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

30 Brown Street
DuBois, PA 15801
Tax Parcel I.D. No. 128-84-439-40.14

FILED 1CC &
m/2/05 BY Lowrie w/
④ MAR 04 2005 legal descr.
William A. Shaw Atty pd. 20.00
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount \$ 65,603.08

Interest from 2/2/05 through 4/30/05
at \$10.1051 per diem 889.25

Late Charges (\$24.28/mo. from 2/05 to 4/05) 72.84

Attorney's Fees and Costs 1,120.05

Sub-total \$ 67,685.22

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

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

Costs (to be added by the Prothonotary) 132.00

Total \$ _____

TUCKER ARENSBERG, P.C.

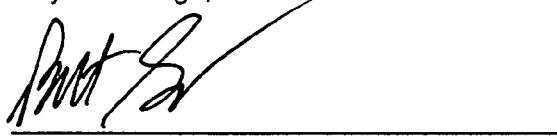

Brett A. Solomon, Esquire
Attorney for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

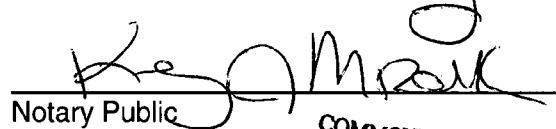
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, John O. Gearhart and Donna J. Gearhart, are not members of the military service of the United States of America to the best of my knowledge, information and belief.



Brett A. Solomon

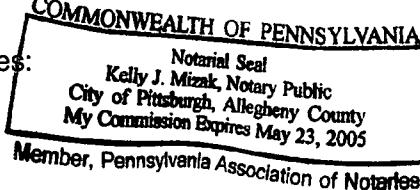
Sworn to and subscribed before me

this 22 day of February 2005.



Notary Public

My Commission Expires:



BF 241696

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

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

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

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

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

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

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

UNKNOWN

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

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

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

TOWNSHIP OF SANDY c/o Leann Collins, Tax Collector
P.O. Box 252
DuBois, PA 15801

DUBOIS AREA SCHOOL
DISTRICT c/o Leann Collins, Tax Collector
P.O. Box 252
DuBois, PA 15801

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

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

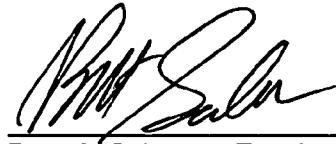
UNKNOWN

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

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

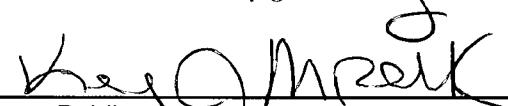
Dated: 2-21-05

By:

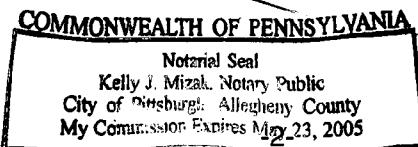


Brett A. Solomon, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 21 day of February, 2005.



Notary Public
My Commission Expires:



BF 241696

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | No. 04-1952-CD |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| JOHN O. GEARHART and DONNA J. GEARHART, |) | |
| |) | |
| Defendants. |) | |
| COMMONWEALTH OF PENNSYLVANIA) | | |
| COUNTY OF ALLEGHENY) | | SS: |

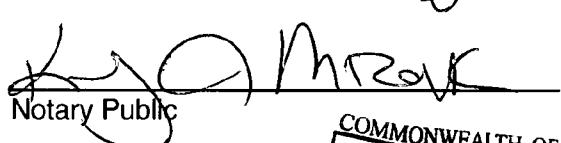
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and
County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and
says:

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41
P.S. §403 (Act 6 of 1974), was given to Defendants on or about April 13, 2004.



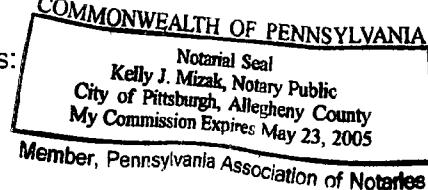
Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 22 day of February, 2005.



Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

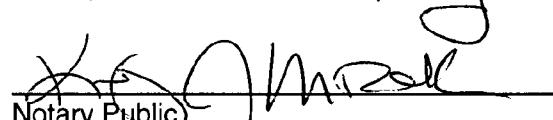
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendants on or about April 13, 2004.



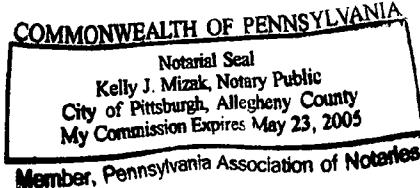
Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 22 day of February, 2005.



Notary Public

My Commission Expires:



BF 241696

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

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

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants, John O. Gearhart and Donna J. Gearhart, is 409 Chestnut Street, Bellefonte, Pennsylvania 16823

TUCKER ARENSBERG, P.C.

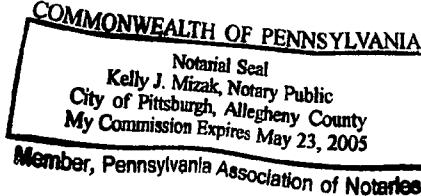


Brett A. Solomon, Esquire
Attorney for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Sworn to and subscribed before me
this 22 day of February, 2005.


Notary Public
My Commission Expires:

BF 241696



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

PNC Bank, National Association

Vs.

NO.: 2004-01952-CD

John O. Gearhart and
Donna J. Gearhart

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from JOHN O. GEARHART and DONNA J. GEARHART, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE:.....\$65,603.08

INTEREST from 2/2/05 through

4/30/05 at \$10.1051 per diem:.....\$889.25

PROTH. COSTS: \$

ATTY'S FEES/COSTS:.....\$1,120.05

DATE: 03/04/2005

PAID:.....\$132.00

SHERIFF: \$

LATE CHARGES (\$24.28/mo. from
2/05 to 4/05):.....\$72.84

OTHER COSTS: \$

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | No. 04-1952-CD |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| JOHN O. GEARHART and DONNA J. GEARHART, |) | |
| |) | |
| Defendants. |) | |

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF JOHN O. GEARHART
AND DONNA J. GEARHART, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
TOWNSHIP OF SANDY, BEING MORE FULLY DESCRIBED AT DBV 1807,
PAGE 178.

HAVING ERECTED THEREON A DWELLING KNOWN AS 30 BROWN
STREET, DUBOIS, PA 15801.

TAX PARCEL I.D. NO. 128-84-439-40.14.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | No. 04-1952-CD |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| JOHN O. GEARHART and DONNA J. GEARHART, |) | |
| |) | |
| Defendants. |) | |

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

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

BEGINNING at a point along the Westerly edge of Brown Street, at the northeast corner of Lot No. 15; thence North 42° 07' West, 115.30 feet; thence North 33° 09' East 95 feet; thence South 42° 07' East, 115.30 feet to the Westerly edge of Brown Street; thence South 33° 09' West, 95 feet to a point and the place of beginning. Being Lot No. 14 in the plot of lots in the B and C Development.

HAVING ERECTED THEREON a dwelling known as 30 Brown Street, DuBois, Pennsylvania 15801.

BEING the same premises conveyed to John O. Gearhart and Donna J. Gearhart, husband and wife, from John A. Bakas and Diana L. Bakas, husband and wife, by Deed dated November 23, 1996, said Deed being recorded at Clearfield County December 4, 1996 in Volume 1807, Page 178.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 128-84-439-40.14.



Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100177
NO: 04-1952-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN O. GEARHART & DONNA J. GEARHART

SHERIFF RETURN

NOW, February 01, 2005 AT 12:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS (GEARHART PROPERTY) DEFENDANT AT 30 BROWN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHRISTINE SHERRETZ, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

01/08/05
MAR 08 2005

C. A. Hawkins
Prothonotary Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE | ARENSBERG | 270593 | 10.00 |
| SHERIFF HAWKINS | ARENSBERG | 270592 | 24.39 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
My Manly Name
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

AMENDED AFFIDAVIT PURSUANT TO
PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

④
FILED NO CC
M/12/2005
MAR 14 2005

William A. Shaw
Prothonotary, Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,) CIVIL DIVISION
Plaintiff,) No. 04-1952-CD
vs.)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
Defendants.)

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

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

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

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

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

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

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

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

UNKNOWN

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

| | |
|---|--|
| CLEARFIELD COUNTY TREASURER | Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830 |
| CLEARFIELD COUNTY TAX CLAIM | Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830 |
| TOWNSHIP OF SANDY | c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801 |
| DUBOIS AREA SCHOOL DISTRICT | c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801 |
| COMMONWEALTH OF PA DEPARTMENT OF REVENUE | P.O. Box 2675 Harrisburg, PA 17105 |

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

| | |
|---------------------|-------------------------------------|
| CHRISTINE SHERRETZ | 30 Brown Street DuBois, PA 15801 |
| RICHARD D. SHERRETZ | 30 Brown Street Dubois, PA 15801 |
| ROBERT D. SHERRETZ | 30 Brown Street Dubois, PA 15801 |
| MATTHEW R. SHERRETZ | 30 Brown Street Dubois, PA 15801 |

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

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

Dated: 3-10-05

By:



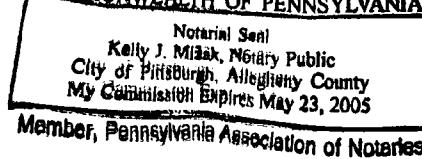
Brett A. Solomon, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 10 day of March, 2005.



Notary Public

My Commission Expires: COMMONWEALTH OF PENNSYLVANIA



BF 243640

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

JOHN O. GEARHART and
DONNA J. GEARHART,

Defendants.

CIVIL DIVISION

No. 04-1952-CD

VERIFICATION OF SERVICE OF NOTICE
OF SALE TO DEFENDANTS AND LIEN
CREDITORS PURSUANT TO PA.
R.C.P. 3129

Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

SALE DATE: July 1, 2005

FILED NO cc
MJD:04/04/05
JUN 13 2005 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
)
Plaintiff,) No. 04-1952-CD
)
)
vs.)
)
JOHN O. GEARHART and)
DONNA J. GEARHART,)
)
Defendant.)

**VERIFICATION OF SERVICE OF NOTICE OF SALE
TO DEFENDANTS AND LIEN CREDITORS**

The undersigned does hereby certify that service of the Notice of Sale was completed on Defendants, John O. Gearhart and Donna J. Gearhart, on May 20, 2005 and May 27, 2005 by sending said Notice to Defendants via certified mail to their last known addresses of 409 Chestnut Street, Bellefonte, Pennsylvania 16823. Copies of the Certified Mail Receipts (P.S. Form 3811) dated are attached hereto as Exhibit "A".

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on May 17, 2005 as evidenced by P.S. Form 3817 attached hereto as Exhibit "B".



Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 8th day of June, 2005.

Linda M. Schall
Notary Public

My Commission Expires:

BF 249943

| |
|--------------------------------------|
| Notarial Seal |
| Linda M. Schall, Notary Public |
| City Of Pittsburgh, Allegheny County |
| My Commission Expires April 8, 2006 |

Member, Pennsylvania Association Of Notaries

EXHIBIT
"A"

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

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

OFFICIAL USE

| | |
|---|----|
| MAZACIL Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

7004 2890 0004 1855 4137
7004 2890 0004 1855 4120
7004 2890 0004 1855 4120
7004 2890 0004 1855 4120

Sent To: Donna J. Gearhart
Street, Apt. No.;
or PO Box No. 409 Chestnut Street
City, State, ZIP+4 Bellefonte, PA 16823

PS Form 3800, June 2002 See Reverse for Instructions

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

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

OFFICIAL USE

| | |
|---|----|
| MAZACK Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ |

7004 2890 0004 1855 4137
7004 2890 0004 1855 4120
7004 2890 0004 1855 4120
7004 2890 0004 1855 4120

Sent To: John O. Gearhart
Street, Apt. No.;
or PO Box No. 409 Chestnut Street
City, State, ZIP+4 Bellefonte, PA 16823

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

John O. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

2. Article Number
(Transfer from service label)

7004 2890 0004 1855 4120

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Donna J. Gearhart Agent Addressee

B. Received by (Printed Name)

John O. Gearhart C. Date of Delivery
5/25/01

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

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

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:

Donna J. Gearhart
409 Chestnut Street
Bellefonte, PA 16823

2. Article Number
(Transfer from service label)

7004 2890 0004 1855 4137

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Donna J. Gearhart Agent Addressee

B. Received by (Printed Name)

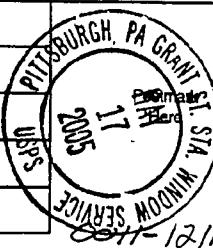
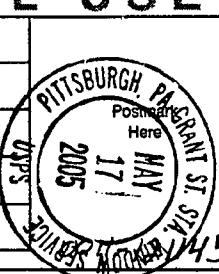
John O. Gearhart C. Date of Delivery
5/27/01

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

3. Service Type

| | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes



**EXHIBIT
"B"**

| Name and Address of Sender | Indicate Type of Mail: | | Check Appropriate block for R | |
|---|---|---|---|-----------------------|
| Line Number | Name of Addressee, Street, and Post Office Address | Registered | Return Receipt for Insured merchandise | With Postal Insurance |
| 1 | Clearfield County Treasurer Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830 | .37 | .30 | |
| 2 | Clearfield County Tax Claim Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830 | .37 | .30 | |
| 3 | Township of Sandy c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801 | .37 | .30 | |
| 4 | DuBois Area School District c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801 | .37 | .30 | |
| 5 | Commonwealth of Pennsylvania Department of Revenue P.O. Box 2675 Harrisburg, PA 17105 | .37 | .30 | |
| 6 | Christine Sherretz 30 Brown Street DuBois, PA 15801 | .37 | .30 | |
| 7 | Richard D. Sherretz 30 Brown Street DuBois, PA 15801 | .37 | .30 | |
| 8 | Robert D. Sherretz 30 Brown Street DuBois, PA 15801 | .37 | .30 | |
| 9 | Matthew R. Sherretz 30 Brown Street DuBois, PA 15801 | .37 | .30 | |
| Total Number of Pieces Listed by Sender | Total Number of Pieces Received at Post Office | Postmaster, Per (Name of receiving Employee) | The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R200, S913 and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels. | |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20120
NO: 04-1952-CD

PLAINTIFF: PNC BANK NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN O. GEARHART AND DONNA J. GEARHART

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/04/2005

LEVY TAKEN 05/12/2005 @ 12:15 PM

POSTED 05/12/2005 @ 12:10 PM

SALE HELD 08/05/2005

SOLD TO LAND HOLDING, LLC
C/O PNC REALTY SERVICES

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/07/2005

DATE DEED FILED 09/07/2005

PROPERTY ADDRESS 30 BROWN STREET DUBOIS , PA 15801

SERVICES

06/03/2005 @ 7:48 AM SERVED JOHN O. GEARHART

CENTRE COUNTY SERVED JOHN O. GEARHART, DEFENDANT, AT HIS RESIDENCE 409 CHESTNUT STREET, BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA BY HANDING TO JOHN O. GEARHART

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

06/03/2005 @ 5:50 PM SERVED DONNA J. GEARHART

CENTRE COUNTY SERVED DONNA J. GEARHART, DEFENDANT, AT HER RESIDENCE 409 CHESTNUT STREET, BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA BY HANDING TO DONNA J. GEARHART

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

FILED

010:53/61
SEP 07 2005
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20120
NO: 04-1952-CD

PLAINTIFF: PNC BANK NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN O. GEARHART AND DONNA J. GEARHART

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$245.94

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

Chester Hawkins
by Cynthia Bitter-Aspinwall
Chester A. Hawkins
Sheriff

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

PNC Bank, National Association

Vs.

NO.: 2004-01952-CD

John O. Gearhart and
Donna J. Gearhart

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from JOHN O. GEARHART and DONNA J. GEARHART, Defendant(s):

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

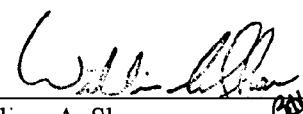
Garnishee(s) as follows:

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

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

AMOUNT DUE:.....\$65,603.08
INTEREST from 2/2/05 through
4/30/05 at \$10.1051 per diem:.....\$889.25
PROTH. COSTS: \$
ATTY'S FEES/COSTS:.....\$1,120.05
DATE: 03/04/2005

PAID:.....\$132.00
SHERIFF: \$
LATE CHARGES (\$24.28/mo. from
2/05 to 4/05):.....\$72.84
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of March A.D. 2005
At 3:30 A.M./P.M.

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

Chesler A. Hawkins
Sheriff by Cynthia Bitter-Augustay

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| |) | No. 04-1952-CD |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| JOHN O. GEARHART and DONNA J. GEARHART, |) | |
| |) | |
| Defendants. |) | |

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF JOHN O. GEARHART
AND DONNA J. GEARHART, OF, IN AND TO THE FOLLOWING DESCRIBED
PROPERTY:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE
TOWNSHIP OF SANDY, BEING MORE FULLY DESCRIBED AT DBV 1807,
PAGE 178.

HAVING ERECTED THEREON A DWELLING KNOWN AS 30 BROWN
STREET, DUBOIS, PA 15801.

TAX PARCEL I.D. NO. 128-84-439-40.14.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | No. 04-1952-CD |
| Plaintiff, |) | |
| |) | |
| VS. |) | |
| |) | |
| JOHN O. GEARHART and DONNA J. GEARHART, |) | |
| |) | |
| Defendants. |) | |

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

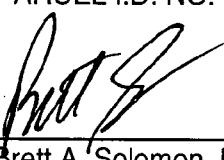
ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point along the Westerly edge of Brown Street, at the northeast corner of Lot No. 15; thence North 42° 07' West, 115.30 feet; thence North 33° 09' East 95 feet; thence South 42° 07' East, 115.30 feet to the Westerly edge of Brown Street; thence South 33° 09' West, 95 feet to a point and the place of beginning. Being Lot No. 14 in the plot of lots in the B and C Development.

HAVING ERECTED THEREON a dwelling known as 30 Brown Street, DuBois, Pennsylvania 15801.

BEING the same premises conveyed to John O. Gearhart and Donna J. Gearhart, husband and wife, from John A. Bakas and Diana L. Bakas, husband and wife, by Deed dated November 23, 1996, said Deed being recorded at Clearfield County December 4, 1996 in Volume 1807, Page 178.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 128-84-439-40.14.



Brett A. Solomon, Esquire

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN O. GEARHART NO. 04-1952-CD

NOW, September 07, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 05, 2005, I exposed the within described real estate of John O. Gearhart And Donna J. Gearhart to public venue or outcry at which time and place I sold the same to LAND HOLDING, LLC C/O PNC REALTY SERVICES he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

| | | | |
|----------------------------|-----------------|--------------------------|-------------------|
| RDR SERVICE | 15.00 | DEBT-AMOUNT DUE | 65,603.08 |
| MILEAGE | 15.00 | INTEREST @ % | 0.00 |
| LEVY | 15.00 | FROM TO 08/05/2005 | |
| MILEAGE | 15.39 | PROTH SATISFACTION | |
| POSTING | 15.00 | LATE CHARGES AND FEES | 72.84 |
| CSDS | 10.00 | COST OF SUIT-TO BE ADDED | |
| COMMISSION | 0.00 | FORECLOSURE FEES | |
| POSTAGE | 5.55 | ATTORNEY COMMISSION | 1,120.05 |
| HANDBILLS | 15.00 | REFUND OF ADVANCE | |
| DISTRIBUTION | 25.00 | REFUND OF SURCHARGE | 40.00 |
| ADVERTISING | 15.00 | SATISFACTION FEE | |
| ADD'L SERVICE | 15.00 | ESCROW DEFICIENCY | |
| DEED | 30.00 | PROPERTY INSPECTIONS | |
| ADD'L POSTING | | INTEREST | 889.25 |
| ADD'L MILEAGE | | MISCELLANEOUS | |
| ADD'L LEVY | | TOTAL DEBT AND INTEREST | \$67,725.22 |
| BID AMOUNT | 1.00 | | |
| RETURNS/DEPUTIZE | 9.00 | | |
| COPIES | 15.00 | | |
| | 5.00 | | |
| BILLING/PHONE/FAX | 5.00 | | |
| CONTINUED SALES | 20.00 | | |
| MISCELLANEOUS | | | |
| TOTAL SHERIFF COSTS | \$245.94 | | |
| DEED COSTS: | | | |
| ACKNOWLEDGEMENT | 5.00 | ADVERTISING | 221.44 |
| REGISTER & RECORDER | 29.00 | TAXES - COLLECTOR | 1,727.46 |
| TRANSFER TAX 2% | 0.00 | TAXES - TAX CLAIM | 2,037.94 |
| TOTAL DEED COSTS | \$29.00 | DUE | |
| | | LIEN SEARCH | 100.00 |
| | | ACKNOWLEDGEMENT | 5.00 |
| | | DEED COSTS | 29.00 |
| | | SHERIFF COSTS | 245.94 |
| | | LEGAL JOURNAL COSTS | 162.00 |
| | | PROTHONOTARY | 132.00 |
| | | MORTGAGE SEARCH | 40.00 |
| | | MUNICIPAL LIEN | |
| | | TOTAL COSTS | \$4,700.78 |

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



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

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

556
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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20120

TERM & NO. 04-1952-CD

PNC BANK NATIONAL ASSOCIATION
vs.
JOHN O. GEARHART AND DONNA J. GEARHART

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: 05/31/2005

**MAKE REFUND PAYABLE TO ATTORNEY'S OFFICE - TUCKER ARENSBEG
RETURN TO BE SENT TO THIS OFFICE**

SERVE: DONNA J. GEARHART

ADDRESS: 409 CHESTNUT STREET
BELLEFONTE, PA 16823

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, May 16, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

P93100-PA
PD758

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

| | | | |
|-----------------|---------------------------|-------------------------------|------------------------------|
| 1. Plaintiff(s) | PNC Bank NAT. Assoc. | 2. Case Number | 04-1952-CD page 3100 - AA |
| 3. Defendant(s) | John O. & Donn I Gearhart | 4. Type of Writ or Complaint: | Notice, Exec. & Levy |

| | |
|------------------|---|
| SERVE → AT | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. John Gearhart |
| | 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 409 Chestnut St., Bellefonte, PA 16823 |

| | | | | | |
|------------------------------|-----------------------------------|---|-----------------------------------|-------------------------------|--------------------------------|
| 7. Indicate unusual service: | <input type="checkbox"/> Reg Mail | <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Deputize | <input type="checkbox"/> Post | <input type="checkbox"/> Other |
|------------------------------|-----------------------------------|---|-----------------------------------|-------------------------------|--------------------------------|

Now, 20. I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

| | | |
|---|----------------------|---------------|
| 9. Print/Type Name and Address of Attorney/Originator | 10. Telephone Number | 11. Date |
| | | 12. Signature |

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

| | | | |
|--|--|----------------|-----------------------------|
| 13. I acknowledge receipt of the writ or complaint as indicated above. | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date |
|--|--|----------------|-----------------------------|

TO BE COMPLETED BY SHERIFF

16. Served and made known to John Gearhart, on the 3rd day of June, 2005, at 0748 o'clock, AM, at 101 Centre Co. Courthouse, Bellefonte, County of Centre Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) resides(s). Relationship is _____
 Adult in charge of Defendant's residence.
 Manager/Clerk of place of lodging in which Defendant(s) resides(s).
 Agent or person in charge of Defendant's office or usual place of business.
 _____ and officer of said Defendant company.
 Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

| | | | | | | | | | |
|------------------------|----------------|------------------|-----------------|-------------------|------------------|----------------|---------------|----------------------|------------------------------|
| Advance Costs 75.00 | Docket 9.00 | Service 15.00 | Sur Charge 0 | Affidavit 2.00 | Mileage 10.00 | Postage .50 | Misc. 1.00 | Total Costs 38.00 | Costs Due or Refund 37.00 |
|------------------------|----------------|------------------|-----------------|-------------------|------------------|----------------|---------------|----------------------|------------------------------|

17. AFFIRMED and subscribed to before me this 8

| | | |
|--|---|--------------------|
| 20. day of June 2005 Corinne Peters | 18. Signature of Dep. Sheriff K. S. 4512 | 19. Date 6/6/05 |
|--|---|--------------------|

| | |
|-----------------------------------|----------|
| 21. Signature of Sheriff K. S. | 22. Date |
|-----------------------------------|----------|

| | |
|--------------------------|------|
| SHERIFF OF CENTRE COUNTY | |
| Amount Pd. | Page |

| | |
|--|-------------------|
| 24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF MEMPHIS AUTHORITY NOTARIES | 25. Date Received |
|--|-------------------|

Notary Public
Notarial Seal
Corinne Peters, Notary Public
Bellefonte, Boro, Centre County
My Commission Expires Sept 5, 2005

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

| | | | | | | | | | | | |
|--|--|--|-----------------------------|--|---------|--------------------------|-------|-------------|---------------------|--|--|
| SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN | | INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies. | | | | | | | | | |
| 1. Plaintiff(s) | PNC BANK NAT. ASSOC | | | | | | | | | | |
| 2. Case Number | 04-1952-CD | | | | | | | | | | |
| 3. Defendant(s) | John O. & Dawn T. Gearhart | | | | | | | | | | |
| 4. Type of Writ or Complaint: | NOTICE, EXEC & LEVY | | | | | | | | | | |
| SERVE → AT | 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. John Gearhart 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 409 CHESTNUT ST., BELLEFONTE, PA 16823 | | | | | | | | | | |
| 7. Indicate unusual service: | <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other | | | | | | | | | | |
| Now, 20. I, SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County | | | | | | | | | | | |
| 8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE | | | | | | | | | | | |
| NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof. | | | | | | | | | | | |
| 9. Print/Type Name and Address of Attorney/Originator | 10. Telephone Number | 11. Date | | | | | | | | | |
| | | 12. Signature | | | | | | | | | |
| SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE | | | | | | | | | | | |
| 13. I acknowledge receipt of the writ or complaint as indicated above. | SIGNATURE of Authorized CCSD Deputy of Clerk and Title | 14. Date Filed | 15. Expiration/Hearing Date | | | | | | | | |
| TO BE COMPLETED BY SHERIFF | | | | | | | | | | | |
| 16. Served and made known to | Dawn Gearhart, on the 3 rd day of June, | | | | | | | | | | |
| 20 05, at 1750 o'clock, P. m., at | 409 CHESTNUT ST., BELLEFONTE, PA, County of Centre | | | | | | | | | | |
| Commonwealth of Pennsylvania, in the manner described below: | | | | | | | | | | | |
| <input checked="" type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. <input type="checkbox"/> _____ and officer of said Defendant company. <input type="checkbox"/> Other _____ | | | | | | | | | | | |
| On the _____ day of _____, 20_____, at _____ o'clock, M. | | | | | | | | | | | |
| Defendant not found because: | | | | | | | | | | | |
| <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other _____ | | | | | | | | | | | |
| Remarks: | | | | | | | | | | | |
| Advance Costs | Docket | Service | Sur Charge | Affidavit | Mileage | Postage | Misc. | Total Costs | Costs Due or Refund | | |
| 17. AFFIRMED and subscribed to before me this 8 | | | | So Answer. | | | | | | | |
| 20. day of June 20 05 | | | | 18. Signature of Dep. Sheriff | | | | | | | |
| 23. Corinne Peters. | | | | 19. Date 4512 6/6/05 | | | | | | | |
| <table border="1"> <tr> <td>Notary Public Corinne Peters, Notary Public Bellefonte, Boro, Centre County My Commission Expires Sept. 5, 2005</td> <td></td> </tr> </table> | | | | Notary Public Corinne Peters, Notary Public Bellefonte, Boro, Centre County My Commission Expires Sept. 5, 2005 | | 21. Signature of Sheriff | | | | | |
| Notary Public Corinne Peters, Notary Public Bellefonte, Boro, Centre County My Commission Expires Sept. 5, 2005 | | | | | | | | | | | |
| | | | | 22. Date | | | | | | | |
| SHERIFF OF CENTRE COUNTY | | | | | | | | | | | |
| Amount Pd. Page | | | | | | | | | | | |
| 24. AFFIDAVIT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE | | | | | | | | | | | |
| 25. Date Received | | | | | | | | | | | |



Michael C. Mazack 412-594-5503
mmazack@tuckerlaw.com

June 23, 2004

VIA FACSIMILE AT (814) 765-5915
AND FIRST CLASS MAIL

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

Re: PNC Bank, National Association v. Gearhart
Case No. 04-1952-CD

Dear Sheriff:

Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. Pursuant to our conversation, this letter shall serve to memorialize our request to postpone the sheriff sale that is currently scheduled for July 1, 2005 to the August 5, 2005 sale date to provide at least 30 days notice of the sale to the defendant.

Please announce this postponement at the time of the July 1, 2005 sale.

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

Very truly yours,

TUCKER ARENSBERG, P.C.

A handwritten signature in black ink, appearing to read "Michael C. Mazack".

Michael C. Mazack, Paralegal

/mcm

BF 251224