

04-1964-CD  
CITIZENS BANK OF PENNSYLVANIA, Etal. vs. RALPH T. DAVIS

Citizens Bank et al vs Ralph Davis et al  
2004-1964-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

v.

NO. 04-1964 CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

TYPE OF PLEADING:  
CIVIL ACTION COMPLAINT  
IN MORTGAGE FORECLOSURE

TO: DEFENDANTS  
YOU ARE HEREBY NOTIFIED TO FILE A  
WRITTEN RESPONSE TO THE ENCLOSED  
COMPLAINT WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY BE  
ENTERED AGAINST YOU.

FILED ON BEHALF OF PLAINTIFF:  
CITIZENS BANK OF PENNSYLVANIA

SHERRARD, GERMAN & KELLY, P.C.

COUNSEL OF RECORD FOR THIS  
PARTY:

By:

  
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF  
PLAINTIFF IS:  
100 Sockanosset Crossroads  
Cranston, RI 02920  
AND THE DEFENDANTS IS:  
403 Lingle Street  
Osceola Mills, PA 16666

PAUL DAVID BURKE, ESQUIRE  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

SHERRARD, GERMAN & KELLY, P.C.

28TH FLOOR, TWO PNC PLAZA  
PITTSBURGH, PA 15222

BY:

  
ATTORNEYS FOR PLAINTIFF

(412) 355-0200

CERTIFICATION OF LOCATION:  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN  
IS: BOROUGH OF OSCEOLA MILLS

SHERRARD, GERMAN & KELLY, P.C.

BY:

  
ATTORNEYS FOR PLAINTIFF

FILED 2cc sheriff  
m/ 3:24 PM  
DEC 10 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
Any pd. 8500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff, NO.  
v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

NOTICE TO DEFEND

**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, 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.**

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

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Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, CITIZENS BANK OF PENNSYLVANIA, successor in interest to Mellon Bank, N.A., by and through its attorneys, Sherrard, German & Kelly, P.C., and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is CITIZENS BANK OF PENNSYLVANIA, successor in interest to Mellon Bank, N.A., which has its principal place of business at 100 Sockanosset Crossroads, Cranston, Rhode Island 02920.

2. The Defendants are RALPH T. DAVIS and REBECCA A. DAVIS, his wife, individuals, residing within the Commonwealth of Pennsylvania at 403 Lingle Street, Osceola Mills, Pennsylvania 16666.

3. On or about December 18, 1996, the Defendant, RALPH T. DAVIS, executed a Promissory Note ("Note") in favor of Mellon Bank, N.A., in the original principal amount of \$22,813.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about December 18, 1996, as security for payment of the aforesaid Note, the Defendants, RALPH T. DAVIS and REBECCA A. DAVIS, his wife, made, executed and delivered to Mellon Bank, N.A. a Mortgage in the original principal amount of \$22,813.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on December 20, 1996, in Mortgage Book Volume 1810 page 545. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. On or about May 28, 2002, Mellon Bank, N.A. assigned the aforesaid Mortgage to the Plaintiff pursuant to an Assignment of Mortgage, recorded in the Office of the Recorder of Deeds of Clearfield County, at Instrument No. 200208315.

6. The Defendants are the record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants have failed or refused to pay.

9. On or about November 2, 2004, Defendants were mailed Notices of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

10. On or about November 2, 2004, Defendants were mailed Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 1974, 41 P.S. 101, et seq. A true and correct copy of said Notice is marked Exhibit "D", attached hereto and made a part hereof

11. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$17,667.54
Interest thru 12/2/04	\$ 524.99
Late Charges thru 12/2/04	\$ 204.51
BPO & Appraisal Fee	\$ 400.00
Attorneys' Fees (20% of amount due)	<u>\$ 3,533.50</u>
TOTAL	<u>\$22,330.54</u>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$22,330.54 with interest on the principal amount thereof (\$17,667.54) at the rate of \$4.65 per diem from December 2, 2004, plus costs (including increases in escrow deficiency) additional late charges, and for foreclosure and sale of the mortgaged premises.

SHERRARD, GERMAN & KELLY, P.C.

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
Attorneys for Plaintiff  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

Exhibit "A"

**Promissory Note****Mellon Bank****(Secured)**Creditor **MELLON BANK, N.A.**  
**MELLON BANK CENTER**  
**PITTSBURGH, PENNSYLVANIA 15258**Account Number **152-1041781**Date **12/18/96**

IL-2150 Rev.(9/96) L.C. 796 LD 7/96

**Federal Truth in Lending Disclosures**

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
10.42 %	\$ 21614.41 (e)	\$ 21683.00	\$ 43297.41

My payment schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
	179	240.61	Monthly, beginning on 02/21/97 e
	1	228.22	01/21/12 e

Variable Rate (Applicable if checked): ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

Security: You will have a security interest in:

☐ motor vehicle☐ mobile home☐ securities☐ Beneficial interest in land trust☐☐☒ deposits which I have with you

Collateral securing other loans with you may also secure this loan. If this loan is secured by a deposit account, the annual percentage rate does not take into account your required deposit.

Late Charge: If a payment is more than 15 days late, I will be charged \$ 15.00 or 5% of the payment, whichever is less.

Prepayment: If I pay off early, I will not have to pay a penalty.

Assumption: Someone buying the property securing this loan cannot assume the remainder of the loan on the original terms.

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

(e) means an estimate

Itemization of the Amount Financed of \$ 21683.00

\$ 21683.00 Amount given to me directly

\$ -00

Amount paid on my account (refinancing of previous loans):

**\*SEE AUTHORIZATION TO DISBURSE PROCEEDS**

Date

Loan Number

Amount Refinanced

/ /

/ /

\$

/ /

/ /

\$

Amount paid to others on my behalf: \$ 29.00

to public officials/government agencies \$ to insurance company

\$ to credit bureau \$ 205.00

to appraiser \$

to notary

\$ 60.00 to ATM CORPORATION

\$ to

\$ 19.00 to TransAmerica

\$ to

\$ to

\$ 1,130.00

prepaid finance charge

**Terms of Note**

In this note, the words I, me and my refer to anyone signing this note as a Borrower. Each Borrower is responsible for the repayment of all amounts owed under this note, and agrees to all of the terms of this note. The words you and your refer to the creditor named above.

The word Collateral means any personal property in which I am giving you a security interest in this note, or which is covered by any separate security agreement securing this note.

I promise to pay you \$ 22813.00. This amount is called the "Principal Amount". I also promise to pay you interest on the unpaid balance of the Principal Amount at a simple interest rate of .026136987 % per day. Interest will be charged on the unpaid balance of the Principal Amount for each day (including February 29). I will pay the Principal Amount and the interest at any place designated by you, according to the payment schedule shown above. On the last payment date I will pay any part of the Principal Amount and any interest which remains unpaid. I will continue to pay interest at the rate shown above on any part of the Principal Amount as long as it remains unpaid. I agree that any judgment for any part of the Principal Amount will bear interest at the same rate until it is paid.

(Applicable if checked): ☐ If I change, or you require me to change, to Payment Method #2, the simple interest rate on this note will change to % per day.(Applicable if checked): ☐ The simple interest rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this note, but I continue to make payments under Payment Method #1, the simple interest rate on this note will change to % per day.

Effective with the first payment that is due at least 30 days after any change in the simple interest rate, my regular monthly payment will change to the amount necessary to repay by the original due date of the final payment that part of the Principal Amount which remains unpaid on the date of the rate change, with interest at the new rate, in equal payments. If I select credit disability insurance on this loan, the monthly disability benefit will be limited to the amount of the original benefit as disclosed on the certificate of insurance.

I understand that making payments on time is essential to avoid default on this note. In addition, if any payment is not made in full within 15 days after it is due, I will pay a late charge of \$ 15.00 or 5% of the payment, whichever is less.

I have paid or will pay the prepaid finance charge shown above, as well as the following fees and charges:

U.C.C. Filing Fees

Fees for encumbering certificate of title

Fees for recording mortgage or deed of trust

Recordation tax

Fee for satisfying mortgage or deed of trust (estimated based on current rates)

Appraisal fee

Title examination fee

Title insurance premium

Notary fee

Fee for determining flood hazard status of property

Settlement or closing fee

\$	
\$	
\$	15.50
\$	
\$	15.50
\$	205.00
\$	60.00
\$	
\$	
\$	14.00
\$	150.00

I am giving you a security interest in the property described below, including all attachments and parts which are installed in or attached to the property, or which may be installed or attached in the future, and all proceeds of the property and attachments and parts.

Year	Make	Model	Serial Number	Model Number
<input type="checkbox"/> New <input type="checkbox"/> Used				

CREDITOR COPY



Payment Methods: I choose to make payments by the method checked below:

☐ Payment Method #1: I authorize you to take payments out of \_\_\_\_\_ on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments.

☒ Payment Method #2: I will mail or deliver each payment to you so that you will receive it no later than the date it is due.

If I have chosen Payment Method #1, you may require me to change Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment required under this note, or if the deposit account is closed.

Property Insurance: Insurance against loss of or damage to the Collateral ☒ is required.  
☐ is not

Insurer: TRAVELERS Agent (if known): JOAN BRACKEN

Flood insurance ☐ is required in connection with this loan.  
☒ is not

If flood insurance or other insurance on real or personal property is required in connection with this loan, I may obtain such insurance from anyone I want that is acceptable to you.

**THE ADDITIONAL TERMS ON PAGES 3 AND 4 OF THIS NOTE ARE A PART OF THIS NOTE.**

**Notice to Cosigner**

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

This notice is not the contract that makes you liable for the debt.

**Signature(s)**

BY SIGNING THIS NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY OF PAGES 1 THROUGH 4 OF THIS NOTE AND THE DISCLOSURES ON PAGE 1 WITH ALL APPLICABLE BLANKS APPROPRIATELY FILLED IN PRIOR TO THE CONSUMMATION OF THE TRANSACTION. THE ADDITIONAL TERMS ON PAGES 3 AND 4 ARE PART OF THIS NOTE.

Ralph T Davis  
Borrower RALPH T DAVIS

Borrower

x (Seal)

x

(Seal)

Borrower

Borrower

x (Seal)

x

(Seal)

If applicable, this installment loan corresponds to relationship demand deposit account \_\_\_\_\_

\* THIS CORRESPONDS TO A SIMPLE INTEREST RATE OF 9.54 % PER YEAR, IN THE YEARS OF 366 DAYS, THE RATE WILL BE 1/365TH HIGHER THAN WOULD BE THE CASE IN THE YEARS OF 365 DAYS.

**Additional Terms****Events of Default:**

It is a default under this note if: (1) any payment is not made when it is due; (2) I break any promise in this note; (3) you discover any false or misleading statement in this note or in any other information I have given you; (4) anyone attempts to seize, attach, or create a lien on the Collateral under any legal process; (5) the Collateral is lost, destroyed, stolen, or abandoned; (6) I die; (7) I make any assignment for the benefit of creditors; (8) I become insolvent; (9) any petition relating to my debts is filed under any federal or state bankruptcy law; (10) I default under the terms of any lease, mortgage, or deed of trust on the property where the Collateral is kept; (11) anyone attempts to garnish or attach any deposit or other property belonging to me which is in your possession; (12) any insurance policy securing this note matures for any reason; (13) any event occurs which, under the terms of any mortgage or deed of trust securing this note, gives you the right to foreclose on the property securing this note; any person who signs a separate security agreement to secure this note breaks any promise in the security agreement; any person who signs a mortgage, deed of trust, or separate security agreement to secure this note dies, becomes insolvent, or makes any assignment for the benefit of creditors; any petition relating to such a person's debts is filed under any federal or state bankruptcy law; or you discover any false or misleading statement in such a mortgage, deed of trust, or security agreement.

**Your Rights in the Event of Default:**

If any of these events of default occurs, or if I voluntarily give you possession of the Collateral, you have the right, if you choose to do so, to declare all amounts which I owe under this note immediately due, subject to any requirements for notice and a right to cure the default imposed by law. You may, without judicial process, take possession of the Collateral and anything contained in it or attached to it. You can enter any private property in order to do this, so long as you do not commit a breach of the peace. If you tell me to do so, I will deliver the Collateral to any place you choose which is reasonably convenient to both of us.

I must send you a notice by certified mail within 48 hours after you take the Collateral in order to get back any property contained in the Collateral or attached to it which I do not believe is covered by your security interest. If I do not do this, I will lose the right to claim such property.

You can also sue me in court to get the Collateral if you choose to do so. If you employ an attorney who is not your salaried employee to collect any amount which I owe under this note or to protect your rights under this note in any way, I will pay reasonable attorney's fees permitted by law, and costs of any legal proceedings. I hereby waive the benefit of all Indiana valuation and appraisal laws.

**My Duties Regarding the Collateral:**

If I am obtaining this loan in order to purchase any of the Collateral, I will purchase it promptly after receiving the loan proceeds from you. Anyone who has or will have an ownership interest in the Collateral is signing either this note or a separate security agreement. No one else except you has or will have a security interest in the Collateral or any legal rights in it.

I will tell you promptly in writing if I change my address. Unless you keep the Collateral, I will keep it at the address in my loan application or I will tell you in writing where I am keeping it. I will not permanently remove the Collateral from that location unless you give me written permission to do so.

I will not allow the Collateral to be attached to real property or to any other goods without your written permission. I will not allow the Collateral to lose its identity or to be used for any illegal purpose.

If the law of any state requires or permits a certificate of title to be issued covering any of the Collateral, I will make certain that your security interest is noted on the certificate of title. I will see that the certificate of title is delivered to you within 10 days of the date of this note.

I will keep the Collateral in good condition and repair, except for reasonable wear and tear, and will pay all taxes and other charges which may be assessed on it. If I fail to do so, you may, if you choose, take reasonable steps to protect the Collateral and pay such taxes, other charges, or costs of repair and maintenance for me. If you do this, you may require me to reimburse you, immediately or at any later time, for any such taxes, charges, or costs which you have paid. At the time you pay such amounts or at any later time, you may add the unpaid balance of such amounts to the unpaid balance of the Principal Amount of this note. You may require me to pay interest on the unpaid balance of such amounts at the rate shown on page 1 of this note or at any lower rate. You may, if you choose, increase the amount of my monthly payment until I have fully reimbursed you for such amounts.

I will give you written proof of payment of any such taxes or charges and the costs of any repairs, if you request it. You have the right to inspect the Collateral at any reasonable time. If the Collateral is lost, damaged, or destroyed, I will still pay everything I owe under this note.

**Insurance:**

If you require me to, I will insure the Collateral against loss or damage. If you require me to buy flood insurance, I will buy the amount of insurance coverage which you require. Any insurance policy will provide for payment of the insurance proceeds to you to the extent necessary to pay the amounts which I owe under this note. I will give you any insurance policy or a certificate to show that I have it. If I do not buy and maintain the required insurance, or if I do not pay the premiums, you may, if you choose, do these things for me. If you do this and I do not reimburse you for the premiums within a specified time, you may add the unpaid balance of the premiums to the unpaid balance of the Principal Amount of this note. In this case, interest will be charged on the unpaid balance of these premiums at the rate shown on page 1 of this note, beginning on the date you paid the premiums.

I direct all insurance companies providing flood insurance, other insurance on real or personal property, or credit insurance in connection with this loan to pay you any money owed to me (including any premiums which are returned for any reason). You may use any such money to pay amount which I owe under this note. I appoint you as my attorney in fact to endorse my name to any draft or check for such purpose.

**Miscellaneous:**

This note is secured as indicated in the Federal Truth in Lending Disclosures on page 1 of this note. All the provisions of any mortgage, deed of trust, or other separate security agreement which I have signed to secure this note are a part of this note.

I will sign any documents you consider to be necessary, and I will pay all fees and taxes which must be paid to public officials and which are disclosed in the Federal Truth in Lending Disclosures on page 1 of this note, to perfect any security interest which I have given you and to record and satisfy any mortgage which I have given you. I appoint you as my attorney in fact to do whatever you consider to be necessary to acquire and maintain the lien of the mortgage and to perfect and maintain perfection of these security interests.

If at any time you agree to extend the dates on which payments are due under this note, you may charge me a fee for such extension not exceeding \$50.00 for each month or partial month of the extension period (subject to any limitations imposed by law). You may also require me to pay interest for the extension period at the beginning of the extension period, subject to any limitations imposed by law. You have no obligation to agree to any extension; and, subject to any limitations imposed by law, the terms of this paragraph can be changed if you and I later agree to different terms.

If at any time you reasonably believe that the value of the Collateral has become insufficient to secure the amounts which I owe and any amounts which I may owe in the future under this note, I will give you additional collateral.

If any money which I owe under this note is not paid when it is due, you have the right to take that amount from any deposit which I have with you, now or in the future, other than deposits in Individual Retirement Accounts or Keogh (H.R. 10) Plans, or deposits in which the law prohibits you from having a security interest.

You will continue to have any security interests which you have taken in connection with any previous note which is being refinanced by this note. If you have any liens on my property as a result of entering judgment under the terms of any previous note which is being refinanced by this note, you may retain those liens to secure the amounts refinanced. I do not have any defense to the enforcement of any such judgment.

Regardless of the terms of any other document, this note will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in this note or in a document referring specifically to this note or another extension of credit. Further, this note will not be secured by any real property unless a security interest in such real property has been given to you in a document referring specifically to this note or a previous note which is being refinanced by this note, or you have a lien on such real property as a result of entering judgment under the terms of a previous note which is being refinanced by this note.

I authorize you to pay that part of the Principal Amount shown in the Itemization of the Amount Financed on page 1 of this note as "Amount given to me directly," and any money which you may owe me for any reason in connection with this loan, to any or to all of the persons signing this note as "Borrower." My endorsement of a check for any part of this amount will evidence my consent to payment of that part of the Principal Amount to any other payee named on the check.

If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this note, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this note, or enforce a right or remedy to a lesser extent than permitted by this note, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. If I make a partial payment and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid. In addition to the rights and remedies provided in this note, you will have all rights and remedies provided by law.

I may pay all or any part of the Principal Amount before it is due, without any penalty.

The unpaid balance of the Principal Amount for any day is determined by taking the beginning balance for that day, adding any amount which you add to the Principal Amount that day under the terms of this note, and subtracting that portion of any payment which is applied that day to the Principal Amount. Payments will be applied first to interest and any other charges due, then to the Principal Amount. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

If I have signed a request for credit insurance, the provisions of that form and the Group Credit Life Insurance Certificate are a part of this note.

If it is determined for any reason that a part of this note is invalid or unenforceable, this will not affect any other part of this note. This note will then be read as if the invalid or unenforceable part were not there.

You can transfer your rights and privileges under this note to anyone you choose. My duties under this note will be performed by my heirs and personal representatives. I will not transfer any rights which I have under this note to anyone. I understand that my obligations to you under this note will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Federal law applies to certain aspects of this Promissory Note, including but not limited to the finance charge. The laws of PENNSYLVANIA will apply to all other aspects of this Note.

I/We acknowledge that these are pages 3 and 4 of the Promissory Note (Secured) which I/We have signed on page 2.

RALPH T DAVIS

  
(Initials)

(Initials)

(Initials)

(Initials)

Exhibit "B"

VOL 1816 OF 545

(W) 11 152-1041781

**Mortgage****Mellon Bank****Pennsylvania - Residential Property**

IL-286 Rev. (9/94) L.C. (8/94) L.D. 8/94

This Mortgage is made this 18th day of December.19 96, between  
RALPH T. DAVIS

BARBARA A. DAVIS

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, RALPH T DAVIS(hereinafter individually and collectively called "Borrower")  
(is) (are) indebted to Mortgagee in the principal sum of

\*\*\*\$22,813.00\*\*\*

Dollars (\$ 22813.00)

evidenced by a note, contract or letter of credit application

("the Note") dated December 18, 19 96;

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee and its successors

and assigns all that certain property situated in

CLEARFIELD County,

Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

Together With All the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

To Have And To Hold the same unto Mortgagee and its successors and assigns, Forever.

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those to which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on

403 LINGLE ST  
OSCEOLA MILLS PA 16666  
ID# 16.0-013-380-71

VOL 181 PAGE 546

the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

Sixth: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Mortgagor warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor will comply at Mortgagor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagor fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagor will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagor's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

Seventh: Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancellable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Eighth: Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagor has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Ninth: Subject to the rights of the holders of any prior mortgage, Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Tenth: If the Mortgaged Property or any portion thereof consists of a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

Eleventh: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged

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IL-286 Rev.(9/94) L.C.(8/94) L.D. 8/94

Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

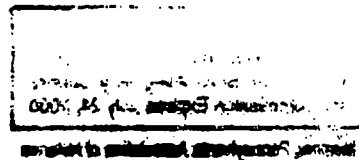
Twelfth: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property

by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

Thirteenth: The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Fourteenth: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Fifteenth: This Mortgage shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.



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**Signatures**

Witness the due execution and signing hereof the day and year first above written:

Witness	Mortgagor RALPH T. DAVIS	(Seal)
X	X <i>Ralph T. Davis</i>	
Witness	Mortgagor	(Seal)
X	X <i>Barbara A. Davis</i>	
Witness	Mortgagor BARBARA A. DAVIS	(Seal)
X	X	
Witness	Mortgagor	(Seal)
X	X	

**Certificate of Residence of Mortgagee**

MELLON BANK, N. A. \_\_\_\_\_, Mortgagee within named.

hereby certifies that its principal place of business is at \_\_\_\_\_

MELLON BANK CENTER

PITTSBURGH, PENNSYLVANIA 15258

By:

MELLON BANK, N. A.

X

**Notarization (Individual)**

COMMONWEALTH OF PENNSYLVANIA

County of

*Allegheny*

On the

*18th*

day of

*December*, 19 *96*

before me personally came

RALPH T. DAVIS

BARBARA A. DAVIS

, who, being

duly sworn, did acknowledge that *they* did sign the foregoing instrument, and that the same is *their* free act and deed. In testimony whereof, I have hereunto subscribed my name.

Notary Public

X *Judith A. Wyzomirski*

My Commission Expires:

Notarial Seal  
Judith A. Wyzomirski, Notary Public  
Green Tree Boro, Allegheny County  
My Commission Expires July 24, 2000

Member, Pennsylvania Association of Notaries

County

**Recorder's Acknowledgment**

Commonwealth of Pennsylvania

County of \_\_\_\_\_

} ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

Witness my hand and the seal of said office the day and year aforesaid.

Recorder

X

121796 10:17

Page 4 of 5



1810 PAGE 549

From

RALPH T. DAVIS

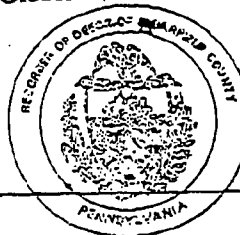
BARBARA A. DAVIS

To

MELLON BANK, N. A.

CLEARFIELD COUNTY  
ENTERED OF RECORDTIME 9:11am 12-20-96BY MellonFEES 15.50

Karen L. Starck, Recorder

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.Karen L. Starck  
Recorder of DeedsRecorder mail to MELLON BANK N.A.  
P.O. BOX 149  
PITTSBURGH, PA 15230-0149

A00639561

0100 00152

Tax Parcel #:

LEGAL DESCRIPTION: ALL THAT CERTAIN PARCEL OF LAND IN OSCEOLA MILLS  
BOROUGH, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA AS MORE FULLY  
DESCRIBED IN DEED BOOK 1751 PAGE 129, ID# 16.0-013-380-71 BEING KNOWN  
AND DESIGNATED AS LOT 91, PLAN OF THE BOROUGH OF ASCEOLA MILLS.

EXHIBIT "C"

# **ACT 91 NOTICE**

## **TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

The Commonwealth of Pennsylvania's Homeowners' Emergency Mortgage Assistance Program may be able to help you. Read the attached notice to find out how the program works.

If you need more information call the Pennsylvania Housing Finance Agency at 1(800) 342-2397.

La notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

**ACT 91 NOTICE**

**IMPORTANT: NOTICE OF HOMEOWNERS' EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM**

**PLEASE READ THIS NOTICE**

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

Date: November 2, 2004

Re: Account No.: 6080104595; Mortgage in the original principal amount of \$22,813.00 dated December 18, 1996, in favor of Citizens Bank

To: Mrs. Barbara A. Davis

From: Sherrard, German & Kelly, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

**ACT 91 NOTICE**

**IMPORTANT: NOTICE OF HOMEOWNERS' EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM**

**PLEASE READ THIS NOTICE**

**YOU MAY BE ELIGIBLE FOR FINANCIAL  
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If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is:

Ms. Zhanna Ulyantsev  
Foreclosure Specialist  
Citizens Bank  
100 Sockanossett Crossroads  
Cranston, RI 02920

Telephone Number: (888) 522-7552

The names and addresses of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$914.13. That sum includes the following: Monthly payments of \$240.61 each for the months of August, 2004 through October, 2004; and late charges in the amount of \$192.48. The interest per diem is \$9.54 as of October 21, 2004.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked, within thirty (30) days of your face-to-face meeting.

*It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.*

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

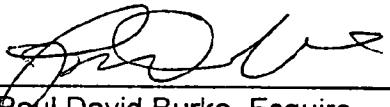
It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose Mortgage." You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

SHERRARD, GERMAN & KELLY, P.C.

By:   
Paul David Burke, Esquire  
Attorneys for Citizens Bank

Consumer Credit Counseling Agency Notification To:

\_\_\_\_\_  
Name of Mortgagee

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

In accordance with the Pennsylvania Homeowners' Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Mortgage Loan Number

\_\_\_\_\_  
Address of property on which mortgage is  
in default, if different from above.

The counseling agency met with the above-named applicant on \_\_\_\_\_  
\_\_\_\_\_, who have indicated that they are more than sixty (60) days delinquent on their  
mortgage payments and have received notification of intention to foreclose from

\_\_\_\_\_  
\_\_\_\_\_  
Name and Address of Mortgagee

In accordance with the Homeowners' Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by law, the applicant listed above may apply to the



Pennsylvania Housing Finance Agency for Mortgage Payment Assistance.

2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

\_\_\_\_\_  
Name of Counseling Agency

\_\_\_\_\_  
Signer and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
Address

CLEARFILED COUNTY

CCCS of Northeastern PA  
208 W. Hamilton Avenue  
Suite 1, Hamilton Square  
State College, PA 16801  
(814) 238-3668

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100 or  
(814) 944-5747

Keystone Economic  
Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814-535-6556

CCCS of Western PA  
219 A College Park Plaza  
Johnstown, PA 15904  
814-539-6335

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701

EXHIBIT "D"

SHERRARD, GERMAN & KELLY, P.C.

ATTORNEYS AT LAW

28TH FLOOR, TWO PNC PLAZA

620 LIBERTY AVENUE

PITTSBURGH, PENNSYLVANIA 15222

(412) 355-0200

FAX: (412) 261-6221

PAUL DAVID BURKE  
email: pdb@sgkpc.com

November 2, 2004

**VIA U.S. CERTIFIED MAIL/  
RETURN RECEIPT REQUESTED  
AND U.S. FIRST CLASS MAIL**

Mrs. Barbara A. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

**Re: Notice of Intention to Foreclose Mortgage**

Dear Mrs. Davis:

The Mortgage held by Citizens Bank (hereinafter "the Lender") on your property located at 403 Lingle Street, Osceola Mills, PA 16666 IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$240.61 (each) for the months of August, 2004 through October, 2004. Late charges have also accrued to this date in the amount of \$192.48. The total amount required to cure this default as of the date of this letter is \$914.13.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to the Lender the above amount of \$914.13, plus any additional amounts which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order, and made at Citizens Bank, 100 Socknossett Crossroads, Cranston, RI 02920 Attention: Ms. Zhanna Ulyantsev.

If full payment of the amount in default is not made within THIRTY (30) DAYS, then, subject, to any additional rights you may have under the Homeowners' Emergency Mortgage Assistance Program, the Lender may instruct its attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the Lender refers your case to its attorneys, but you cure the default before they begin legal proceedings, you will still have to pay the reasonable attorney's fees, actually incurred, up to \$50.00, in order to cure the default. However, if legal proceedings are started, in order to cure the default you will have to pay the reasonable attorney's fees, actually incurred, even if they are over \$50.00, and you may also

SHERARD, GERMAN & KELLY, P.C.

ATTORNEYS AT LAW

28TH FLOOR, TWO PNC PLAZA

620 LIBERTY AVENUE

PITTSBURGH, PENNSYLVANIA 15222

(412) 355-0200

FAX: (412) 261-6221

PAUL DAVID BURKE  
email: pdb@sgkpc.com

November 2, 2004

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November 2, 2004

Page 2

be required to pay the Lender's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

If you have not cured the default within the thirty-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 foreclosure sale. You may do so by paying the total amount then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately February 1, 2005. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default may increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the Lender at the following number: (888) 522-7552. This payment must be in cash, cashier's check, certified check or money order and be made payable to the Lender at the Lender's address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION, TO PAY OFF THIS DEBT. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU MAY ALSO HAVE ADDITIONAL RIGHTS UNDER THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM, IF A SEPARATE NOTICE ABOUT THAT PROGRAM IS ENCLOSED WITH THIS NOTICE.

Very truly yours,

SHERRARD, GERMAN & KELLY, P.C.

By: 

Paul David Burke, Esquire  
Attorneys for Citizens Bank

VERIFICATION

Zhanna Ulyantsev, Foreclosure Specialist, and duly authorized representative of Citizens Bank of Pennsylvania, 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 the best of her knowledge, information and belief.

A handwritten signature in cursive script, appearing to read "Zhanna Ulyantsev", written in black ink.

---

Zhanna Ulyantsev  
Foreclosure Specialist

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

DOCKET # 100060  
NO: 04-1964-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIZENS BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: RALPH T. DAVIS and REBECCA A. DAVIS

**SHERIFF RETURN**

NOW, December 27, 2004 AT 10:54 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RALPH T. DAVIS DEFENDANT AT 403 LINGLE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TED DAVIS, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

6/4  
1/0  
cc  
018:51/01  
JAN 25 2005  
Prothonotary, Clearfield County



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

DOCKET # 100060  
NO: 04-1964-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIZENS BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: RALPH T. DAVIS and REBECCA A. DAVIS

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SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100060  
NO: 04-1964-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIZENS BANK OF PENNSYLVANIA  
vs.  
DEFENDANT: RALPH T. DAVIS and REBECCA A. DAVIS

SHERIFF RETURN

RETURN COSTS

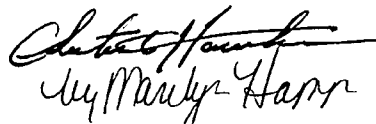
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHERRARD	1051	20.00
SHERIFF HAWKINS	SHERRARD	1051	55.00

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

TYPE OF PLEADING:  
PRAECIPE FOR DEFAULT JUDGEMENT

FILED ON BEHALF OF PLAINTIFF:  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

PAUL DAVID BURKE, ESQUIRE  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

28TH FLOOR, TWO PNC PLAZA  
PITTSBURGH, PA 15222

(412) 355-0200

**FILED**

*M 1:53 PM Noted & filed  
St. & Atty*

FEB 03 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against the Defendants, RALPH T. DAVIS and REBECCA A. DAVIS, in the amount of \$22,330.54 which is itemized as follows:

Principal	\$17,667.54
Interest thru 12/2/04	\$ 524.99
Late Charges thru 12/2/04	\$ 204.51
BPO & Appraisal Fee	\$ 400.00
Attorneys' Fees (20% of amount due)	<u>\$ 3,533.50</u>
TOTAL	<b>\$22,330.54</b>

with interest on the outstanding principal balance (\$17,667.54) at the rate of \$4.65 per diem from December 2, 2004, plus costs (including increases in escrow deficiency), additional late charges and for foreclosure and sale of the subject premises.


SHERRARD, GERMAN & KELLY, P.C.

Dated: 2/1/05

By: 

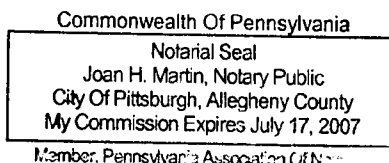
Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200  
Attorney For Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

  
Paul David Burke, Esquire  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
Attorneys for Plaintiff  
(412) 355-0200

Sworn to and subscribed before me  
this 151 day of February, 2005.

Juan N. Martin  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

TO:

Mr. Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

DATE: January 20, 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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

SHERRARD, GERMAN & KELLY, P.C.

Dated: 1/20/05

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602  
(412) 355-0200

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff, NO. 04-1964-CD  
v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

TO:  
Ms. Rebecca A. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

DATE: January 20, 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 DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

SHERRARD, GERMAN & KELLY, P.C.

Dated: 1/20/05

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602  
(412) 355-0200

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:           ( ) PLAINTIFF  
              (X) DEFENDANT  
              ( ) ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on RALPH T. DAVIS and REBECCA A. DAVIS.

( ) A copy of the Order or Decree is enclosed, or

(XX) The judgment is as follows: \$22,330.54 with interest on the outstanding principal balance (\$17,667.54) at the rate of \$4.65 per diem from December 2, 2004, plus costs (including increases in escrow deficiency, if any), additional late charges, and for sale and foreclosure of the subject premises.

---

Deputy



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,  
Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO:           ( ) PLAINTIFF  
              (X) DEFENDANT  
              ( ) ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on RALPH T. DAVIS and REBECCA A. DAVIS.

( ) A copy of the Order or Decree is enclosed, or

(XX) The judgment is as follows: \$22,330.54 with interest on the outstanding principal balance (\$17,667.54) at the rate of \$4.65 per diem from December 2, 2004, plus costs (including increases in escrow deficiency, if any), additional late charges, and for sale and foreclosure of the subject premises.

---

Deputy

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

Citizens Bank of Pennsylvania  
Mellon Bank  
Plaintiff(s)

No.: 2004-01964-CD

Real Debt: \$22,330.54

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ralph T. Davis  
Rebecca A. Davis  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 3, 2005

Expires: February 3, 2010

Certified from the record this 3rd 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

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

TYPE OF PLEADING  
PRAECIPE FOR WRIT OF EXECUTION  
MORTGAGE FORECLOSURE

Filed on behalf of  
CITIZENS BANK OF PENNSYLVANIA,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602

(412) 355-0200

**FILED**

*m12:51/67*  
**MAR 02 2005**

William A Shaw  
Prothonotary/Clerk of Courts

*6 copies to SWE*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,  
  
Defendants.

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue a Writ of Execution, directed to the Sheriff of Allegheny County, against the Defendants, RALPH T. DAVIS and REBECCA A. DAVIS, his wife, as follows:

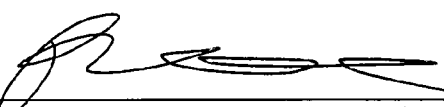
Principal	\$17,667.54
Interest thru 2/3/05	\$ 815.53
Late Charges thru 2/3/05	\$ 228.57
BPO & Appraisal Fee	\$ 400.00
Attorneys' Fees (20% of amount due)	<u>\$ 3,533.50</u>
TOTAL	<u>\$22,645.14</u>

125.00 Prothonotary costs

with interest on the outstanding principal balance (\$17,667.54) at the rate of \$4.65 per diem from February 3, 2005, plus costs (including escrow deficiency, if any), additional late charges, and for sale and foreclosure of the subject premises.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 2/28/05

By:   
Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2722  
(412) 355-0200  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

AFFIDAVIT PURSUANT TO  
RULE 3129.1

Filed on behalf of Plaintiff:  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

(412) 355-0200

COMMONWEALTH OF PENNSYLVANIA        )  
  )       SS:  
COUNTY OF ALLEGHENY                 )

Before me, the undersigned authority, personally appeared Paul David Burke, Counsel for Citizens Bank of Pennsylvania, in the above action, and sets forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located at 403 Lingle Street, Osceola Mills, Pennsylvania 16666:

1. Name and address of owners or reputed owners:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Rebecca A. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

2. Name and address of defendants in the judgment:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Rebecca A. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

Chrysler Financial Company  
14th Floor  
Three Gateway Center  
Pittsburgh, PA 15222

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

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

Tax Claim Bureau  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

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

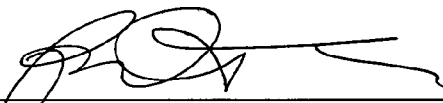
None

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:

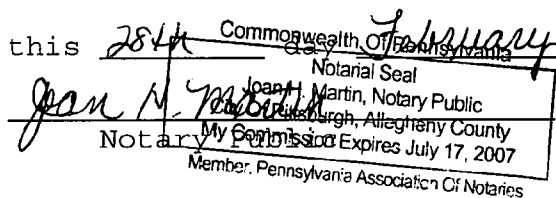
None

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. §4909 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Paul David Burke, Esquire  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
Attorneys for Plaintiff

Sworn and subscribed before me

this 28th day of February, 2005.  
  
Joan H. Martin, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires July 17, 2007  
Member, Pennsylvania Association Of Notaries

WRIT OF EXECUTION- (MORTGAGE FORECLOSURE)

COPY

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.

Plaintiff,

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO. 04-1964-CD

vs.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

: WRIT OF EXECUTION  
: (MORTGAGE FORECLOSURE)

Defendants.

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above  
matter you are directed to levy upon and sell the following  
described property:

Premises: 403 Lingle Street, Osceola Mills, Pennsylvania 16666.  
(see attached)

Amount Due	<u>\$22,330.54</u>
Interest Thru 2/3/05	<u>314.60</u>
Costs	<u>125.00</u>

Prothonotary costs

Date: 3/2/05

PROTHONOTARY OF CLEARFIELD COUNTY

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



NO. 04-1964-CD

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.

VS.

RALPH T. DAVIS and  
REBECCA A. DAVIS (Mortgagors)

---

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

---

REAL DEBT \$22,645.14

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

Paul David Burke, Esquire  
Attorney for plaintiff  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

LONG DESCRIPTION

ALL that certain piece or parcel of land located in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

ON the North by Lingle Street, on the East by Lot No. 92, now or formerly of McCormick Dugan, on the South by Lumber Alley, on the West by Lot No. 90, now or formerly of Charles Kline.

SAID lot being known and described in the plan of the Borough of Osceola Mills as Lot No. 91 and having a frontage on Lingle Street of 50 feet and extending in depth 150 feet and having erected thereon a two story frame dwelling house and out buildings.

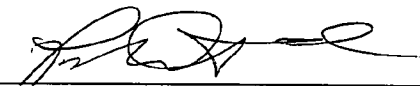
EXCEPTING and reserving all exceptions and reservations as are contained in prior deeds in the chain of title.

MAP #16-013-380-71

BEING the same premises which Edgar L. Tingle and Beatrice H. Tingle, his wife, by their attorney-in-fact, Alice J. McCartney, by the Deed dated April 17, 1996 and recorded in the Recorder's Office of Clearfield County at Deed Book Volume 1751, Page 129, granted and conveyed unto Ralph T. Davis and Rebecca A. Davis, his wife.

Property address: 403 Lingle Street, Osceola Mills, PA 16666.

SHERRARD, GERMAN & KELLY, P.C.

  
\_\_\_\_\_  
Paul David Burke, Esquire

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

MOTION TO CORRECT CAPTION

Filed on behalf of Plaintiff:  
CITIZENS BANK OF PENNSYLVANIA

Counsel of Record for this  
Party:

Paul David Burke, Esquire  
PA I.D. No. 34960

Sherrard, German & Kelly, P.C.  
Firm I.D. No. 006

28<sup>th</sup> Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

FILED <sup>NO</sup> <sub>CC</sub>  
m) 11:52 AM  
JUN 08 2005 (60)

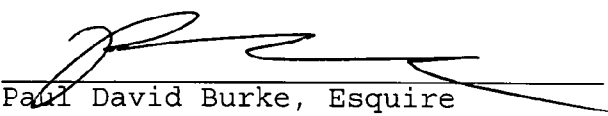
William A. Stutz  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Motion to Correct Caption was served upon the following Defendants of record, by U.S. Mail, first class, postage prepaid, on the 6<sup>th</sup> day of June, 2005:

Mr. Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Ms. Barbara A. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

  
Paul David Burke, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

MOTION TO CORRECT CAPTION

AND NOW comes the Plaintiff, CITIZENS BANK OF PENNSYLVANIA, successor in interest to MELLON BANK, N.A., by and through its attorneys, Paul David Burke, Esquire and Sherrard, German & Kelly, P.C., files its Motion to Correct Caption stating as follows:

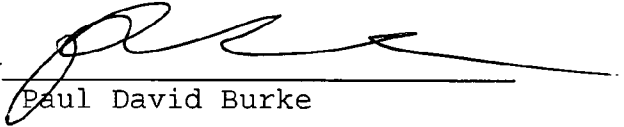
1. Plaintiff in filing its Complaint in this matter stated in the Caption and paragraph two of said Complaint that the name of the Defendants were RALPH T. DAVIS and REBECCA A. DAVIS, his wife.

2. The statement in the Caption and paragraph two of the Complaint as to the Defendants' name is in error as the correct names are RALPH T. DAVIS and BARBARA A. DAVIS, his wife.

3. The amendment of the Complaint and judgment entered thereon so as to correct this error will not prejudice the defendants in any manner.

WHEREFORE in order to reflect the correct name of the Defendants, it is requested that the Caption and paragraph two of the Complaint be amended so as to reflect the correct name.

SHERRARD, GERMAN & KELLY, P.C.

By   
Paul David Burke

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,

Defendants.

ORDER

AND NOW this 9<sup>th</sup> day of June, 2005 it is hereby  
ORDERED AND DECREED that the caption and Paragraph two of the  
Complaint filed by the Plaintiff in the above-captioned matter be  
and it hereby is amended to refer name and refer to RALPH T. DAVIS  
and BARBARA A. DAVIS, his wife, as the defendants/judgment debtors.

By the Court,

Frederick J. Kummerman  
J.

FILED 1cc

6/3/32/04 Amy Burke  
JUN 09 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

TYPE OF PLEADING:  
PRAECIPE TO REISSUE WRIT OF  
EXECUTION MORTGAGE FORECLOSURE

Filed on behalf of  
CITIZENS BANK OF PENNSYLVANIA;  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602

(412) 355-0200

FILED  
m/11-2005  
JUN 20 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 7.00  
1cc & Lewin's  
to Shiff  
(4)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

PRAECIPE TO REISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Per Court Order, the Defendants's name have been amended as RALPH T. DAVIS and BARBARA A. DAVIS, instead of RALPH T. DAVIS and REBECCA A. DAVIS. Please reissue a Writ of Execution, directed to the Sheriff of Clearfield County, and against the Defendants, RALPH T. DAVIS and BARBARA A. DAVIS, as follows:

Principal	\$17,667.54
Interest thru 2/3/05	\$ 815.53
Late Charges thru 2/3/05	\$ 228.57
BPO & Appraisal Fee	\$ 400.00
Attorneys' Fees (20% of amount due)	<u>\$ 3,533.50</u>
TOTAL	<u>\$22,645.14</u>

Prothonotary costs

13200

with interest on the outstanding principal balance (\$17,667.54) at the rate of \$4.65 per diem from February 3, 2005, plus costs (including escrow deficiency, if any), additional late charges, and for sale and foreclosure of the subject premises.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 6/16/05

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2722  
(412) 355-0200  
Attorneys for Plaintiff



WRIT OF EXECUTION- (MORTGAGE FORECLOSURE)

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.

Plaintiff,

vs.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

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

: NO. 04-1964-CD

:

:

: WRIT OF EXECUTION  
: (MORTGAGE FORECLOSURE)

:

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above  
matter you are directed to levy upon and sell the following  
described property:

Premises: 403 Lingle Street, Osceola Mills, Pennsylvania 16666.  
(see attached)

Amount Due	\$22,330.54
Interest Thru 2/3/05	314.60
Costs	

132.00 Prothonotary costs

Date: June 20, 2005

PROTHONOTARY OF CLEARFIELD COUNTY

Will. H. Hays

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

6-20-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Will. H. Hays  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

**SUPPLEMENT TO  
AFFIDAVIT PURSUANT TO  
RULE 3129.1**

Filed on behalf of Plaintiff:  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

(412) 355-0200

**FILED** *No*  
*m/1:50/40*  
**AUG 22 2005** *cc*  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA        )  
  )  
COUNTY OF ALLEGHENY                 )       SS:

Before me, the undersigned authority, personally appeared Paul David Burke, Counsel for Citizens Bank of Pennsylvania, in the above action, and sets forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located at 403 Lingle Street, Osceola Mills, Pennsylvania 16666:

1. Name and address of owners or reputed owners:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Barbara A. Davis  
1031 Tyrone Pike  
Philipsburg, PA 16866

2. Name and address of defendants in the judgment:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Barbara A. Davis  
1031 Tyrone Pike  
Philipsburg, PA 16866

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

Chrysler Financial Company  
14th Floor  
Three Gateway Center  
Pittsburgh, PA 15222

Chrysler Financial Company  
c/o DaimlerChrysler Services  
P. O. Box 9223  
Farmington Hills, MI 48333-9223

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

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

Tax Claim Bureau  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

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

None

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:

None

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. §4909 relating to unsworn

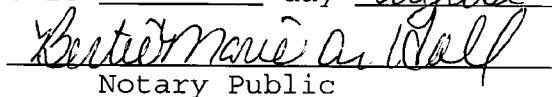
falsification to authorities.

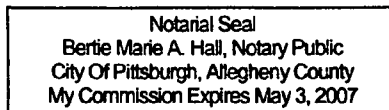


Paul David Burke, Esquire  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
Attorneys for Plaintiff

Sworn and subscribed before me

this 17th day August, 2005.

  
Notary Public



Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

TYPE OF PLEADING:

PA. R.C.P. RULE 3129.2(c) (2)  
LIENHOLDER AFFIDAVIT OF  
SERVICE

Filed on behalf of  
Citizens Bank of Pennsylvania,  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602

(412) 355-0200

FILED 1ccshff  
m/1:50/61 (per Amy  
AUG 22 2005 Request  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff, NO. 04-1964-CD  
v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

PA. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

Paul David Burke, Esquire, Attorney for Plaintiff, Citizens Bank of Pennsylvania, being duly sworn according to law, deposes and makes the following Supplement to Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Supplement to Affidavit Pursuant to Rule 3129.1 as follows:

1. By notice post-marked May 17, 2005 and May 31, 2005, the undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Supplement to Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Supplement to Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit is marked Exhibit "A", attached hereto, and made a part hereof.

2. Undersigned counsel obtained U.S. Postal Service Form 3817 Certificates of Mailing for said notice. A true and correct copy of the Certificates of Mailing and said notice, if returned as of this date, are marked collectively as Exhibit "B", attached

hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.



Paul David Burke, Esquire  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602  
Attorneys for Plaintiff

Sworn and subscribed before me  
this 17<sup>th</sup> day of August, 2005.

  
Notary Public

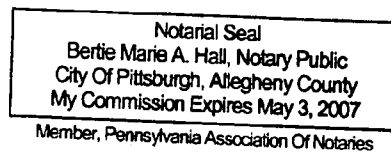




Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

SUPPLEMENT TO  
AFFIDAVIT PURSUANT TO  
RULE 3129.1

Filed on behalf of Plaintiff:  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

(412) 355-0200

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared Paul David Burke, Counsel for Citizens Bank of Pennsylvania, in the above action, and sets forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located at 403 Lingle Street, Osceola Mills, Pennsylvania 16666:

1. Name and address of owners or reputed owners:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Barbara A. Davis  
1031 Tyrone Pike  
Philipsburg, PA 16866

2. Name and address of defendants in the judgment:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

Barbara A. Davis  
1031 Tyrone Pike  
Philipsburg, PA 16866

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

Chrysler Financial Company  
14th Floor  
Three Gateway Center  
Pittsburgh, PA 15222

Chrysler Financial Company  
c/o DaimlerChrysler Services  
P. O. Box 9223  
Farmington Hills, MI 48333-9223

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

Citizens Bank, of Pennsylvania  
100 Sockanosset Crossroads  
Cranston, RI 02920  
(Plaintiff)

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

Tax Claim Bureau  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

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

None

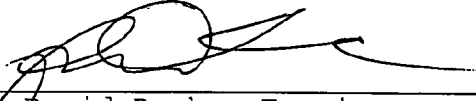
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

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.

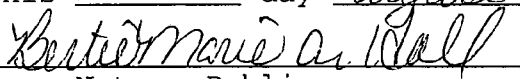
I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4909 relating to unsworn

falsification to authorities.

  
\_\_\_\_\_  
Paul David Burke, Esquire  
SHERRARD, GERMAN & KELLY, P.C.  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
Attorneys for Plaintiff

Sworn and subscribed before me

this 17th day August, 2005.

  
\_\_\_\_\_  
Notary Public

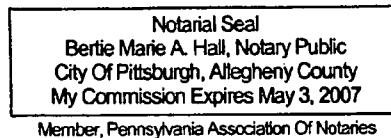


Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

NOTICE OF SHERIFF'S SALE  
OF REAL ESTATE

Filed on behalf of Plaintiff,  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

(412) 355-0200

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and directed to the Sheriff of Clearfield County, there will be exposed to Public Sale at Clearfield County, Courthouse, on July 1,, 2005 at 10:00 o'clock a.m., the following described real estate, of which RALPH T. DAVIS and BARBARA A. DAVIS, are the owners or reputed owners:

ALL that certain piece or parcel of land located in the Borough of Osceola Mills, Clearfield County, Pennsylvania.

Being Designated as Map No. 16-013-380-71.

Acquired in Deed Book Volume 1751, Page 129.

The said Writ of Execution was issued on a judgment in the Civil Action of Citizens Bank of Pennsylvania v. RALPH T. DAVIS and BARBARA A. DAVIS, in the amount of \$22,645.14 with interest on the outstanding principal balance (\$17,667.54) at the rate of 4.65 per diem from February 3, 2005, plus costs (including increases in escrow deficiency, if any), additional late charges, and for foreclosure and sale of the mortgaged premises all as set forth in the Praeipce for Writ of Execution.

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

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

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.



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

Attached hereto is a copy of the Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

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

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint in Civil Action on Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or certain other events. To exercise this right, you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. To exercise this right, you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property. The Sheriff will deliver the deed if no petition is filed within ten (10) days from the date when the Schedule of Distribution is filed in the Office of the Sheriff.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 2/28/05

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
Attorneys for Plaintiff  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

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

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

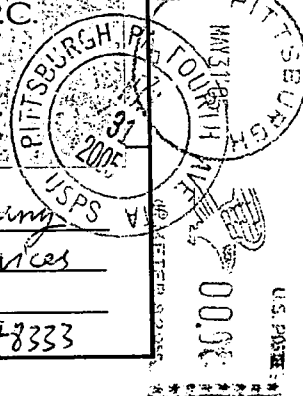
**SHERRARD, GERMAN & KELLY, P.C.**  
ATTORNEYS AT LAW  
28TH FLOOR  
620 LIBERTY AVENUE  
PITTSBURGH, PENNSYLVANIA 15222

One piece of ordinary mail addressed to:

*Chrysler Financial Company*  
*100 Fairman Chrysler Services*  
*P.O. Box 9223*  
*Farmington Hills, MI 48333*

PS Form 3817, January 2001

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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

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

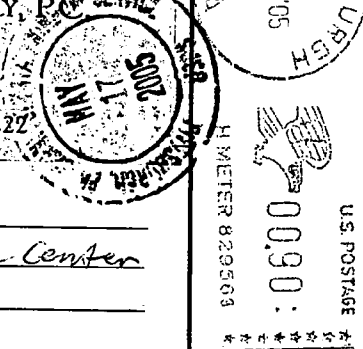
**SHERRARD, GERMAN & KELLY, P.C.**  
ATTORNEYS AT LAW  
28TH FLOOR  
620 LIBERTY AVENUE  
PITTSBURGH, PENNSYLVANIA 15222

One piece of ordinary mail addressed to:

*Chrysler Financial Co.*  
*14th FL. Three Gateway Center*  
*Pittsburgh, PA 15222*  
*Notice of Sale*

PS Form 3817, January 2001

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



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

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

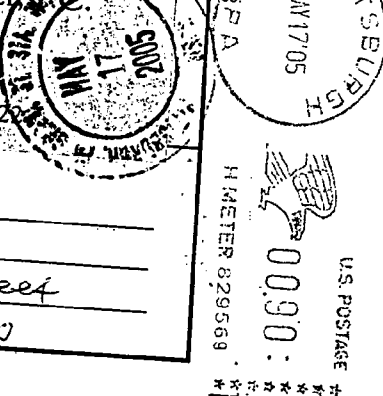
**SHERRARD, GERMAN & KELLY, P.C.**  
ATTORNEYS AT LAW  
28TH FLOOR  
620 LIBERTY AVENUE  
PITTSBURGH, PENNSYLVANIA 15222

One piece of ordinary mail addressed to:

*Tax Claim Bureau*  
*Clearfield County*  
*230 E. Market Street*  
*Clearfield, PA 16830*

PS Form 3817, January 2001

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

PA. R.C.P. RULE 3129.2(c)  
AFFIDAVIT OF SERVICE  
DEFENDANT/OWNER

Filed on behalf of the  
Plaintiff, Citizens Bank of  
Pennsylvania

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm #006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602

(412) 355-0200

FILED 1cc Shff  
m 11:50 AM per Amy  
AUG 22 2005 (un) (request)  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff, NO. 04-1964-CD  
v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

PA. R.C.P. RULE 3129.2(c)  
AFFIDAVIT OF SERVICE OF DEFENDANT/OWNER

Paul David Burke, Esquire, Attorney for Plaintiff, CITIZENS BANK OF PENNSYLVANIA, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the Plaintiff's notice of the sale of real property in this matter on the Defendants, RALPH T. DAVIS and BARBARA A. DAVIS as follows:

1. RALPH T. DAVIS and BARBARA A. DAVIS, are the owners of the real property and have not entered an appearance of record.

2. The undersigned counsel instructed the Sheriff of Clearfield County to serve Defendant, RALPH T. DAVIS, with the Notice of Sale of Real Property at the property address known as 403 Lingle Street, Osceola Mills, PA 16666. A true and correct copy said Notice and Sheriff Direction Form are marked Exhibit "A", attached hereto and made a part hereof.

3. The undersigned counsel served Defendant, RALPH T. DAVIS, with the Notice of Sale of Real Property by U.S. Certified Mail, return receipt requested, addressed to 403 Lingle Street, Osceola Mills, PA 16666.

4. On or about May 20, 2005, the signed certified mail receipt was returned to Plaintiff, indicating the Defendant, RALPH

T. DAVIS, was served with the Notice of Sheriff' Sale. A true and correct copy of the returned Certified Mail receipt is marked Exhibit "B", attached hereto and made a part hereof.

5. The undersigned counsel instructed the Sheriff of Clearfield County to serve Defendant, BARBARA A. DAVIS, with the Notice of Sale of Real Property, by deputize Centre County Sheriff to serve her at her last known address of 1031 Tyrone Pike, Philipsburg, PA 16866. A true and correct copy said Sheriff Direction Form is marked Exhibit "C", attached hereto and made a part hereof.

6. On or about June 29, 2005, the Defendant, BARBARA A. DAVIS, was served with the notice of the sale of real property in this matter. A true and correct copy of Sheriff's Return is marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.


SHERRARD, GERMAN & KELLY, P.C.

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222-2602  
(412) 355-0200  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 17<sup>th</sup> day of August, 2005.

  
Notary Public

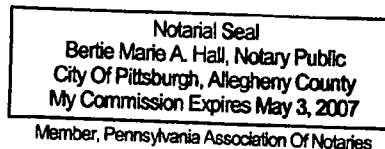


Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.,

CIVIL DIVISION

Plaintiff,

NO. 04-1964-CD

v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

NOTICE OF SHERIFF'S SALE  
OF REAL ESTATE

Filed on behalf of Plaintiff,  
CITIZENS BANK OF PENNSYLVANIA

COUNSEL OF RECORD FOR THIS  
PARTY:

Paul David Burke, Esquire  
Pa. I.D. #34960

SHERRARD, GERMAN & KELLY, P.C.  
Firm I.D. No. 006

28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222

(412) 355-0200



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff, NO. 04-1964-CD  
v.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and directed to the Sheriff of Clearfield County, there will be exposed to Public Sale at Clearfield County, Courthouse, on July 1, 2005 at 10:00 o'clock a.m., the following described real estate, of which RALPH T. DAVIS and BARBARA A. DAVIS, are the owners or reputed owners:

ALL that certain piece or parcel of land located in the Borough of Osceola Mills, Clearfield County, Pennsylvania.

Being Designated as Map No. 16-013-380-71.

Acquired in Deed Book Volume 1751, Page 129.

The said Writ of Execution was issued on a judgment in the Civil Action of Citizens Bank of Pennsylvania v. RALPH T. DAVIS and BARBARA A. DAVIS, in the amount of \$22,645.14 with interest on the outstanding principal balance (\$17,667.54) at the rate of 4.65 per diem from February 3, 2005, plus costs (including increases in escrow deficiency, if any), additional late charges, and for foreclosure and sale of the mortgaged premises all as set forth in the Praecipe for Writ of Execution.

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

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

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

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

Attached hereto is a copy of the Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

**YOU SHOULD TAKE THIS NOTICE AND WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.**

LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830

Telephone No. (814) 765-2641

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint in Civil Action on Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or certain other events. To exercise this right, you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. To exercise this right, you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property. The Sheriff will deliver the deed if no petition is filed within ten (10) days from the date when the Schedule of Distribution is filed in the Office of the Sheriff.

SHERRARD, GERMAN & KELLY, P.C.

Dated: 2/28/05

By: 

Paul David Burke, Esquire  
Pa. I.D. #34960  
Attorneys for Plaintiff  
28th Floor, Two PNC Plaza  
Pittsburgh, PA 15222  
(412) 355-0200

CLEARFIELD COUNTY SHERIFF'S DEPARTMENT

PLAINTIFF CITIZENS BANK OF PENNSYLVANIA

CASE # 04-1964-CD  
EXPIRES \_\_\_\_\_

VS.

DEFT. RALPH T. DAVIS and

ADD. DEFT. REBECCA A. DAVIS, his wife

ADD. DEFT. \_\_\_\_\_

GARNISHEE \_\_\_\_\_

ADDRESS 403 Lingle Street

Osceola Mills, PA 16666

MUNICIPALITY WARD/ CITY WARD \_\_\_\_\_

DATE: \_\_\_\_\_ 20 05

PHONE: (412) 355-0200

ATT'Y: PAUL DAVID BURKE, ESQUIRE  
28TH. FL, TWO PNC PLAZA, PGH., PA  
PITTSBURGH, PA 15222

INDICATE TYPE OF SERVICE: ☒ PERSONAL ☒ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL  
☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_ o'clock, A.M./P.M. Address Above/Address Below, County of Clearfield, PA

I have served in the manner Described below:

☐ Defendant personally served

☐ Adult family member with whom said Defendant(s) reside(s).  
Name & Relationship \_\_\_\_\_

☐ Adult in charge of Defendant's residence who refused to give name/rel.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or place of business.

☐ Other \_\_\_\_\_

☐ Property Posted \_\_\_\_\_

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

BY \_\_\_\_\_

Deputy

Exhibit "B"

7004 2510 0007 0482 8543

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

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

**OFFICIAL USE**

Postage	\$ 0.37
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

5/16/05  
Postmark  
Here  
Notice of  
Sale

Sent To	Ralph T. Davis
Street, Apt. No., or PO Box No.	403 Lingle Street
City, State, ZIP+4	Osceola Mills, PA 16666

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:

Ralph T. Davis  
403 Lingle Street  
Osceola Mills, PA 16666

2. Article Number

(Transfer from service label)

7004 2510 0007 0482 8543

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature x <i>Ralph Davis</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) Ralph Davis	C. Date of Delivery 5-20-05
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

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

Domestic Return Receipt

102595-02-M-1540

EXHIBIT "C"

CLEARFIELD COUNTY SHERIFF'S DEPARTMENT

PLAINTIFF CITIZENS BANK OF PENNSYLVANIA

CASE # 04-1964-CD  
EXPIRES \_\_\_\_\_

VS.

☐ SUMMONS/PRAECIPE

☐ COMPLAINT ONLY

DEFT. BARBARA A. DAVIS

☐ NOTICE & COMPLAINT

ADD. DEFT. \_\_\_\_\_

☐ REVIVAL/SCI FA

ADD. DEFT. \_\_\_\_\_

☐ INTERROGATORIES

GARNISHEE Please deputize Centre County Sheriff to serve

☐ EXECUTION/LEVY

ADDRESS 1031 Tyrone Pike

☐ GARNISHEE

Philipsburg, PA 16866

☒ OTHER SERVE NOTICE

MUNICIPALITY WARD/ CITY WARD \_\_\_\_\_

DATE: JUNE 16, 20 05

PHONE: (412) 355-0200

ATT'Y: PAUL DAVID BURKE, ESQUIRE  
28TH. FL, TWO PNC PLAZA, PGH., PA  
PITTSBURGH, PA 15222

INDICATE TYPE OF SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☒ DEPUTIZE ☐ CERT. MAIL

☐ POSTED ☐ OTHER ☐ LEVY ☐ SEIZED

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at

\_\_\_\_ o'clock, A.M./P.M. Address Above/Address Below, County of Clearfield, PA

I have served in the manner Described below:

☐ Defendant personally served

☐ Adult family member with whom said Defendant(s) reside(s).

Name & Relationship \_\_\_\_\_

☐ Adult in charge of Defendant's residence who refused to give name/rel.

☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).

☐ Agent or person in charge of Defendant(s) office or place of business.

☐ Other \_\_\_\_\_

☐ Property Posted \_\_\_\_\_

Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

BY \_\_\_\_\_

Deputy



EXHIBIT "D"

#751

# SHERIFF'S OFFICE

## CENTRE COUNTY

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

<b>SHERIFF SERVICE</b>		<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>			
1. Plaintiff(s) <u>CITIZENS BANK</u>		2. Case Number <u>04-1964-CD</u>	
3. Defendant(s) <u>BARBARA A. DAVIS</u>		4. Type of Writ or Complaint: <u>NOTICE OF SHERIFF SALE</u>	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>BARBARA A. DAVIS</u>		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>1031 TYRONE PIKE; PHILIPSBURG, PA</u>		
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 whomsoever 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	

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
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			
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <u>BARBARA A. DAVIS</u> , on the <u>29th</u> day of <u>JUNE</u> , 20 <u>05</u> , at <u>12:28</u> o'clock, <u>P</u> m., at <u>315 LOWES BLVD; STATE COLLEGE</u> , County of Centre									
Common wealth 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
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>		<u>2.50</u>	<u>10.50</u>	<u>.50</u>	<u>1.00</u>	<u>32.50</u>	<u>42.50</u>
17. AFFIDAVIT and subscribed to before me this <u>5</u>				So Answer.					
20. day of <u>July</u> , 20 <u>05</u>				18. Signature of Dep. Sheriff <u>[Signature]</u> 4576					
23. <u>Corinne Peters</u> Notary Public				19. Date <u>6/29/05</u>					
				21. Signature of Sheriff <u>[Signature]</u>					
				22. Date					
My Commission Expires _____				SHERIFF OF CENTRE COUNTY					
24. I ACKNOWLEDGE THE RETURN OF THE SHERIFF, 2005				Amount Pd. _____ Page _____					
OF ALL HONORABLE JUDICIAL OFFICIALS, 2005				25. Date Received					
Member, Pennsylvania Association of Notaries									

White - Prothonotary Canary - Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20114

NO: 04-1964-CD

PLAINTIFF: CITIZENS BANK OF PENNSYLVANIA, SUCCESSOR IN INTEREST TO MELLON BANK, N.A.  
vs.

DEFENDANT: RALPH T. DAVIS AND BARBARA A. DAVIS, HIS WIFE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/02/2005

LEVY TAKEN 04/29/2005 @ 10:50 AM

POSTED 04/29/2005 @ 10:20 AM

SALE HELD 09/02/2005

SOLD TO CITIZENS BANK OF PENNSYLVANIA

SOLD FOR AMOUNT \$1,000.00 PLUS COSTS

WRIT RETURNED 12/07/2005

DATE DEED FILED 12/07/2005

PROPERTY ADDRESS 403 LINGLE STREET OSCEOLA MILLS , PA 16666

FILED

01/11:00/01

DEC 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

05/25/2005 @ 10:57 AM SERVED RALPH T. DAVIS

SERVED RALPH T. DAVIS, DEFENDANT, AT HIS RESIDENCE 403 LINGLE STREET, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RALPH T. DAVIS

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

@ SERVED REBECCA A. DAVIS

MOVED

06/29/2005 @ 12:28 PM SERVED BARBARA A. DAVIS

CENTRE COUNTY SERVED BARBARA A. DAVIS, DEFENDANT, AT 315 LOWES BLVD., STATE COLLEGE, CENTRE COUNTY, PENNSYLVANIA BY HANDING TO BARBARA A. DAVIS

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

@ SERVED

NOW, JUNE 29, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF'S SALE SCHEDULED FOR JULY 1, 2005 TO SEPTEMBER 2, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20114

NO: 04-1964-CD

PLAINTIFF: CITIZENS BANK OF PENNSYLVANIA, SUCCESSOR IN INTEREST TO MELLON BANK, N.A.  
vs.

DEFENDANT: RALPH T. DAVIS AND BARBARA A. DAVIS, HIS WIFE

Execution REAL ESTATE

SHERIFF RETURN

---


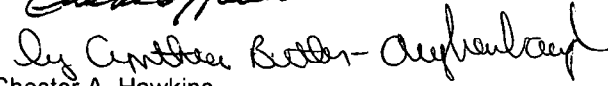
SHERIFF HAWKINS \$378.04

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION- (MORTGAGE FORECLOSURE)

CITIZENS BANK OF PENNSYLVANIA,  
successor in interest to  
MELLON BANK, N.A.

Plaintiff,

vs.

RALPH T. DAVIS and  
BARBARA A. DAVIS, his wife,

Defendants.

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

: NO. 04-1964-CD

:

:

: WRIT OF EXECUTION  
: (MORTGAGE FORECLOSURE)

:

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above  
matter you are directed to levy upon and sell the following  
described property:

Premises: 403 Lingle Street, Osceola Mills, Pennsylvania 16666.  
(see attached)

Amount Due	\$22,330.54
Interest Thru 2/3/05	<u>314.60</u>
Costs	<u>132.00</u>

Prothonotary costs

Date: June 20, 2005

PROTHONOTARY OF CLEARFIELD COUNTY

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

6-20-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Will. H. Hays  
Deputy Prothonotary

Received June 20, 2005 @ 2:30 P.M.  
Chester A. Hawkins  
Jy Cynthia Butler-Aufhaug

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RALPH T. DAVIS

NO. 04-1964-CD

NOW, December 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 September 02, 2005, I exposed the within described real estate of Ralph T. Davis And Barbara A. Davis, His Wife to public venue or outcry at which time and place I sold the same to CITIZENS BANK OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.20
LEVY	15.00
MILEAGE	16.20
POSTING	15.00
CSDS	10.00
COMMISSION	20.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	97.20
ADD'L LEVY	
BID AMOUNT	1,000.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$378.04</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	17,667.54
INTEREST @ 4.6500 %	981.15
FROM 02/03/2005 TO 09/02/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	338.57
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	3,533.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	815.53
MISCELLANEOUS	400.00
<b>TOTAL DEBT AND INTEREST</b>	<b>\$23,776.29</b>

**COSTS:**

ADVERTISING	259.06
TAXES - COLLECTOR	865.49
TAXES - TAX CLAIM	2,925.27
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	378.04
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	165.00
<b>TOTAL COSTS</b>	<b>\$5,053.86</b>

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CITIZENS BANK OF PENNSYLVANIA, CIVIL DIVISION  
successor in interest to  
MELLON BANK, N.A.,

Plaintiff,  
v.

NO. 04-1964-CD

RALPH T. DAVIS and  
REBECCA A. DAVIS, his wife,  
Defendants.

ORDER

AND NOW this 9<sup>th</sup> day of June, 2005 it is hereby  
ORDERED AND DECREED that the caption and Paragraph two of the  
Complaint filed by the Plaintiff in the above-captioned matter be  
and it hereby is amended to refer name and refer to RALPH T. DAVIS  
and BARBARA A. DAVIS, his wife, as the defendants/judgment debtors.

By the Court,

/s/ Fredric J. Ammerman

\_\_\_\_\_  
J.

I hereby certify this to be a true  
and attested copy of the original  
signed by the Court.

JUN 9 9 2005

Attest

[Signature]  
Deputy Clerk of Courts



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

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

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20114

TERM & NO. 04-1964-CD

CITIZENS BANK OF PENNSYLVANIA, SUCCESSOR IN INTEREST TO MELLON BANK, N.A.

VS.

RALPH T. DAVIS AND BARBARA A. DAVIS, HIS WIFE

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

**SERVE BY: ASAP**

**MAKE REFUND PAYABLE TO ATTORNEY OFFICE-SHERRARD, GERMAN  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** BARBARA A. DAVIS

**ADDRESS:** 1031 TYRONE PIKE  
PHILIPSBURG, PA 16866

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, Wednesday, June 22, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

pg 3143-27  
pg 3143-28



#751

**SHERIFF'S OFFICE****CENTRE COUNTY**

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

<b>SHERIFF SERVICE</b>		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.	
<b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>			
1. Plaintiff(s) <b>CITIZENS BANK</b>		2. Case Number <b>04-1964-CD</b>	
3. Defendant(s) <b>BARBARA A. DAVIS</b>		4. Type of Writ or Complaint: <b>NOTICE OF SHERIFF SALE</b>	
SERVE <b>→</b> 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <b>BARBARA A. DAVIS</b>			
AT <b>→</b> 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <b>1031 TYRONE PIKE; PHILIPSBURG, PA</b>			
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 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	

<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
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					
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to <b>BARBARA A. DAVIS</b> , on the <b>29th</b> day of <b>JUNE</b> , 20 <b>05</b> , at <b>12:28</b> o'clock, <b>P</b> m., at <b>315 LOWES BLVD; STATE COLLEGE</b> , 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
<b>75.00</b>	<b>9.00</b>	<b>9.00</b>		<b>2.50</b>	<b>10.50</b>	<b>.50</b>	<b>1.00</b>	<b>32.50</b>	<b>42.50</b>
17. AFFIRMED and subscribed to before me this <b>5</b>				So Answer.					
20. day of <b>July</b> , 20 <b>05</b>				18. Signature of Dep. Sheriff		19. Date			
23. <b>Corinne Peters</b> Notary Public				21. Signature of Sheriff		22. Date			
				<b>SHERIFF OF CENTRE COUNTY</b>					
				Amount Pd.		Page			
24. I ACKNOWLEDGE THE FILING OF THIS RETURN SIGNATURE OF AUTHORIZED CLERK AND TITLE								25. Date Received	

Member, Pennsylvania Association of Notaries

White - Prothonotary Canary - Attorney

**SHERRARD, GERMAN & KELLY, P.C.**

ATTORNEYS AT LAW

28TH FLOOR, TWO PNC PLAZA

620 LIBERTY AVENUE

PITTSBURGH, PENNSYLVANIA 15222

(412) 355-0200

FAX: (412) 261-6221

PAUL DAVID BURKE  
Direct Dial: (412) 258-6703  
email: [pdb@sgkpc.com](mailto:pdb@sgkpc.com)

June 29, 2005

**VIA FACSIMILE**

Chester A. Hawkins, Sheriff  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
Att.: Cindy

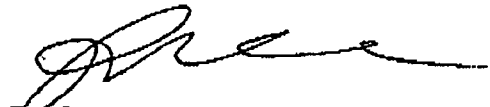
Re: No. 04-1964-CD  
CITIZENS BANK OF PENNSYLVANIA v.  
RALPH T. and BARBARA A. DAVIS

Dear Cindy:

Please continue the Sheriff Sale scheduled for July 1, 2005 in this matter to September 2, 2005 and announce the same at the Sale on July 1, 2005.

If you have any questions, please feel free to contact me. Thank you for your assistance in this matter.

Very truly yours,



Paul David Burke

PDB:yl  
cc: Zhanna Ulyantsev (via e-mail)