

05-408-CD

Deposit Bank v. Ricky Pape et al

Deposit Bank v. Ricky Pape et al  
2005-408-CD

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

: NO. 05 - 408 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: AFFIDAVIT  
: OF SERVICE PURSUANT TO PA.  
: R.C.P. 3129.2  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED NOCC  
01/10/21/07  
APR 12 2007 (CK)

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on March 27, 2007 and on March 27, 2007.

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801

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

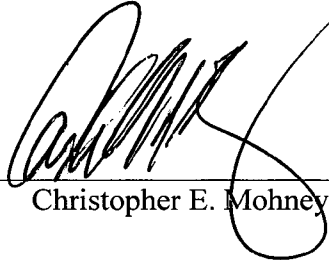
CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

DuBOIS REGIONAL MEDICAL CENTER  
P.O. Box 447  
DuBois, PA 15801

LEE A. VIARD  
c/o Andrea B. Bower, Esquire  
426 Broad Street  
Montoursville, PA 17754

COMMONWEALTH OF PENNSYLVANIA  
c/o Frank T. Donaghue, Esquire  
Chief Deputy Attorney General  
Office of the Attorney General  
Administrative Office  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120

COMMONWEALTH OF PENNSYLVANIA  
BUREAU OF CONSUMER PROTECTION  
c/o E. Barry Creany, Esquire  
Senior Deputy Attorney General  
Office of the Attorney General  
171 Lovell Avenue, Suite 202  
Ebensburg, PA 15931

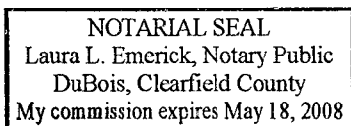
BY:   
Christopher E. Mohnhey, Esquire

*SWORN TO and SUBSCRIBED*

*before me this 5th day of*

*April, 2007.*

  
Notary Public



7004 0750 0000 8595 6066

**U.S. Postal Service<sup>™</sup>**  
**CERTIFIED MAIL<sup>™</sup> 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	\$ 1.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.88</b>

**Sent To**  
 Ricky A. Pape  
 Street, Apt. No.,  
 or PO Box No. 1628 Treasure Lake  
 City, State, ZIP+4  
 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions



7004 0750 0000 8595 6066

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

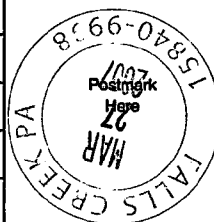
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.88</b>

**Sent To**  
 Jo Ellen Pape  
 Street, Apt. No.,  
 or PO Box No. 1628 Treasure Lake  
 City, State, ZIP+4  
 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions



**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) Jo Ellen Pape C. Date of Delivery 3/30/07  
 D. Is delivery address different from item 1? ☒ Yes ☐ No  
 If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, August 2001 Domestic Return Receipt

1. Article Addressed to:  
 Ricky A. Pape  
 1628 Treasure Lake  
 DuBois, PA 15801

**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.

**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:  
 Jo Ellen Pape  
 1628 Treasure Lake  
 DuBois, PA 15801

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
 B. Received by (Printed Name) Jo Ellen Pape C. Date of Delivery 3/30/07  
 D. Is delivery address different from item 1? ☒ Yes ☐ No  
 If YES, enter delivery address below:

7004 0750 0000 8595 6080

<b>U.S. Postal Service<sup>TM</sup></b> <b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
<b>OFFICIAL USE</b>	
Postage	\$ 1.63
Certified Fee	2.46
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

Postmark Here:

Sent To: The United States of America  
 c/o Mary Beth Buchanan, US Atty. Gen.  
 Street, Apt. No. For Western Dist. of PA  
 or PO Box No. 633 US Post Ofc. & Courthouse  
 City, State, ZIP+4  
 Pittsburgh, PA 15219

PS Form 3800, June 2002 See Reverse for Instructions

7004 0750 0000 8595 6097

<b>U.S. Postal Service<sup>TM</sup></b> <b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
<b>OFFICIAL USE</b>	
Postage	\$ 1.63
Certified Fee	2.46
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88

Postmark Here:

Sent To: The United States of America  
 c/o Atty. General of the U.S.  
 Street, Apt. No. Room 5111 Main Justice Bldg.  
 or PO Box No. Tenth Constitution Avenue,  
 City, State, ZIP+4 NW  
 Washington, DC 20530

PS Form 3800, June 2002 See Reverse for Instructions

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
1. Article Addressed to: The United States of America c/o Mary Beth Buchanan, Esq. United States Attorney General for the Western District of Pennsylvania 633 United States Post Office & Courthouse Pittsburgh, PA 15219	
2. Article Number (Transfer from service label) 7004 0750 0000 8595 6080	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
1. Article Addressed to: The United States of America c/o Attorney General of the United States Room 5111, Main Justice Bldg. Tenth Constitution Ave., NW Washington, DC 20530	
2. Article Number (Transfer from service label) 7004 0750 0000 8595 6097	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR POSTAGE

Received From:

**CHRISTOPHER E. MOHNEY**  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

One piece of ordinary mail addressed to:

Treasure Lake Property Owners  
Association, Inc.  
13 Treasure Lake  
DuBois, PA 15801

PS Form 3817, January 2001

Common Buckeye

USA 24

Common Buckeye

USA 24

Common Buckeye

USA 24

Common Buckeye

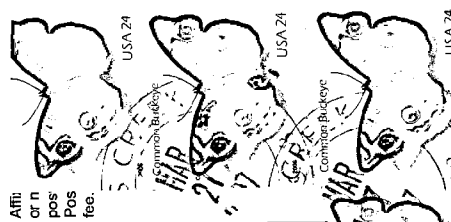
USA 24

Common Buckeye

USA 24

Common Buckeye

USA 24



CERTIFICATE OF MAILING

U.S. POSTAL SERVICE

MAY BE USED FOR POSTAGE

Received From:

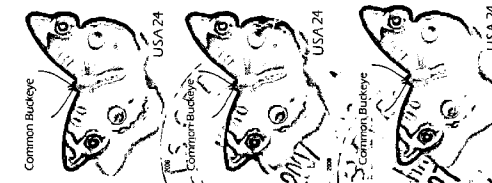
**CHRISTOPHER E. MOHNEY**  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

One piece of ordinary mail addressed to:

titibank

701 E. 60th Street North  
SiouX Falls, SD 57117

PS Form 3817, January 2001



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR POSTAGE

Received From:

**CHRISTOPHER E. MOHNEY**  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

One piece of ordinary mail addressed to:

Lee Ann Collins  
Tax Collector  
PO Box 252  
DuBois, PA 15801

PS Form 3817, January 2001

Common Buckeye

USA 24

Common Buckeye

USA 24

Common Buckeye

USA 24

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR POSTAGE

Received From:

**CHRISTOPHER E. MOHNEY**  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

One piece of ordinary mail addressed to:

Clearfield County Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001

Common Buckeye

USA 24

Common Buckeye

USA 24

Common Buckeye

USA 24

CERTIFICATE OF MAILING

U.S. POSTAL SERVICE

MAY BE USED FOR POSTAGE

Received From:

**CHRISTOPHER E. MOHNEY**  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

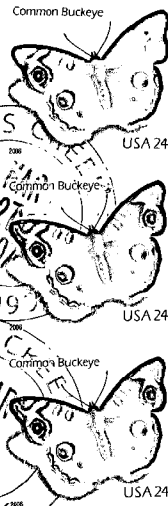
PS Form 3817, January 2001





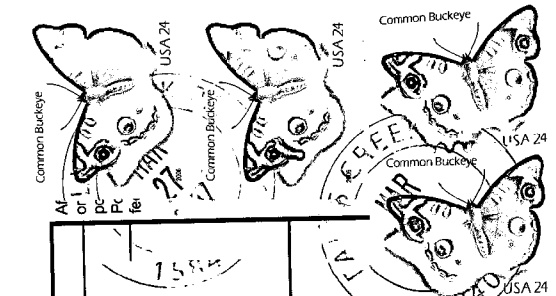
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
Received From			
One piece of ordinary mail addressed to:			
<u>DuBois Regional Medical Center</u> <u>PO Box 447</u> <u>100 Hospital Avenue</u> <u>DuBois, PA 15801</u>			

PS Form 3817, January 2001



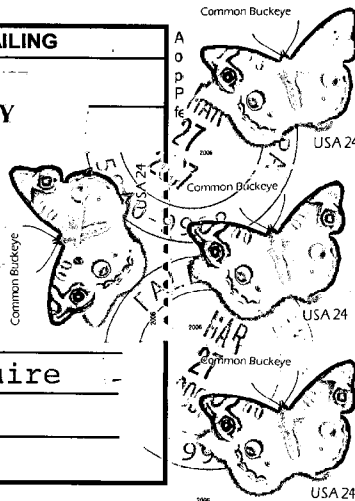
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
Received From			
One piece of ordinary mail addressed to:			
<u>First Commonwealth Bank</u> <u>Formerly Deposit Bank</u> <u>2 E. Long Avenue</u> <u>PO Box 507A, DuBois, PA 15801</u>			

PS Form 3817, January 2001



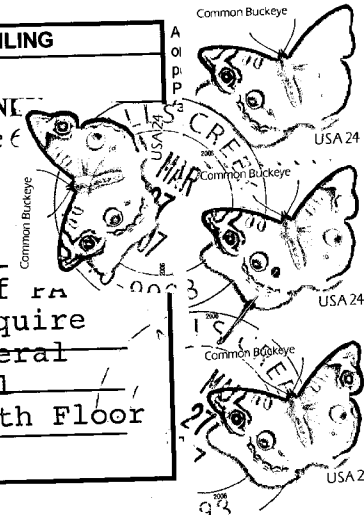
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
Received			
One piece of ordinary mail addressed to:			
<u>Lee A. Vaird</u> <u>c/o Andrea B. Bower, Esquire</u> <u>426 Broad Street</u> <u>Montoursville, PA 17754</u>			

PS Form 3817, January 2001



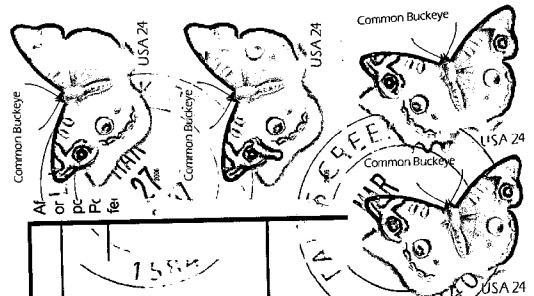
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
Received From			
One piece of ordinary mail addressed to:			
<u>Cmwlth. of PA</u> <u>c/o Frank T. Donaghue, Esquire</u> <u>Chief Deputy Attorney General</u> <u>Office of Attorney General</u> <u>Administrative Office, 15th Floor</u> <u>Strawberry Square</u> <u>Harrisburg, PA 17120</u>			

PS Form 3817, January 2001



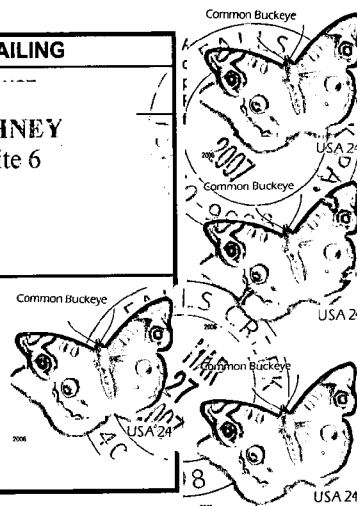
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
Received From			
One piece of ordinary mail addressed to:			
<u>Bureau of Consumer Protection</u> <u>c/o E. Barry Creany, Esquire</u> <u>Senior Deputy Attorney General</u> <u>Office of Attorney General</u> <u>171 Lovell Avenue, Suite 202</u> <u>Harrisburg, PA 17131</u>			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR INS			
Received From		<b>CHRISTOPHER E. MOHNEY</b> 25 East Park Avenue, Suite 6 DuBois, PA 15801 (814) 375-1044	
One piece of ordinary mail addressed to:			
MBNA America Bank			
655 Paper Mill Road			
Mail Stop 1411			
Wilmington, DE		19884	

PS Form 3817, January 2001



FILE COPY

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

DEPOSIT BANK, now FIRST	:	NO. 05 -- 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY**  
**BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801

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

---

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

LEE A. VAIRD  
c/o Andrea B. Bower, Esquire  
426 Broad Street  
Montoursville, PA 17754

DUBOIS REGIONAL MEDICAL CENTER  
P. O. Box 447  
100 Hospital Avenue  
DuBois, PA 15801-0447

COMMONWEALTH OF PENNSYLVANIA  
c/o Frank T. Donaghue, Esquire  
Chief Deputy Attorney General  
Office of Attorney General  
Administrative Office  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120

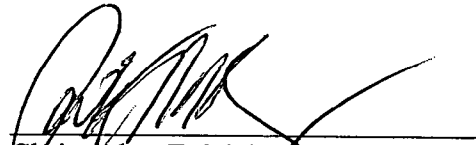
COMMONWEALTH OF PENNSYLVANIA, BUREAU OF CONSUMER  
PROTECTION

c/o E. Barry Creany, Esquire  
Senior Deputy Attorney General  
Office of Attorney General  
Bureau of Consumer Protection  
171 Lovell Avenue, Suite 202  
Ebensburg, PA 15931

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 1ST day of JUNE, 2007, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 3-27-07

  
\_\_\_\_\_  
Christopher E. Mohny, Esquire  
Attorney for Plaintiff

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

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

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

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801

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

~~CLEARFIELD COUNTY DOMESTIC RELATIONS~~  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, JUNE 1, 2007 at 10:00 o'clock A. M., the following described real estate of which RICKY A. PAPE and JO ELLEN PAPE are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK, now FIRST COMMONWEALTH BANK vs. RICKY A. PAPE and JO ELLEN PAPE at No. 05-408 C.D. in the amount of \$97,750.00.

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

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

Schedule of Distribution will be filed with the Office of the Sheriff on JUNE 4, 2007.

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



---

Sheriff of Clearfield County



**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

SEIZED, taken in execution to be sold as the property of RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA, at the suit of DEPOSIT BANK NOW FIRST COMMONWEALTH BANK. JUDGMENT NO. 05-408-CD

**SCHEDULE "A"**

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

DOCKET # 20553  
NO: 05-408-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/07/2007

LEVY TAKEN 04/17/2007 @ 11:38 AM

POSTED 04/17/2007 @ 11:38 AM

SALE HELD 06/01/2007

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/13/2007

DATE DEED FILED 07/13/2007

PROPERTY ADDRESS 10718 TREASURE LAKE ROAD A/K/A LOT #97 SECT. #2 "SANTA CURZ" DUBOIS , PA 15801

**FILED**  
03:15:30  
JUL 13 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

04/17/2007 @ 11:38 AM SERVED RICKY A. PAPE

SERVED RICKY A. PAPE, DEFENDANT, AT HIS RESIDENCE 1628 TREASURE LAKE A/K/A 10718 TREASURE LAKE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JO ELLEN PAPE, WIFE/CO-DEFENDANT

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.

04/17/2007 @ 11:38 AM SERVED JO ELLEN PAPE

SERVED JO ELLEN PAPE, DEFENDANT, AT HER RESIDENCE 1628 TREASURE LAKE A/K/A 10718 TREASURE LAKE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JO ELLEN PAPE

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.

04/30/2007 @ SERVED THE UNITED STATES OF AMERICA

SERVED UNITED STATES OF AMERICA, DEFENDANT, BY REG AND CERT. MAIL TO C/O ATTY GERERAL OF US, ROOM 5111, MAIN JUSTICE, WASHINGTON, DC 20530, SIGNED FOR BY ERNEST L. PARKER

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

04/26/2007 @ SERVED THE UNITED STATES OF AMERICA

SERVED US OF AMERICA, DEFENDANT, BY REG. AND CERT MAIL TO C/O MARY BETH BUCHANON, US ATTY GERERAL OFFICE FOR W. DISTRICT OF PA, ROOM 633, U.S. CORTHOUSE & POST OFFICE, PITTSBURGH, PA 15219, SIGNED FOR BY C. J. MARION

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20553  
NO: 05-408-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE

SHERIFF RETURN

---

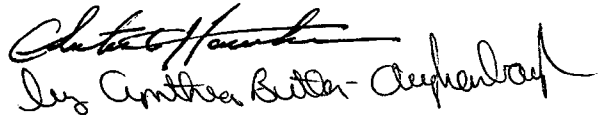
SHERIFF HAWKINS \$248.56

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

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

DEPOSIT BANK, now FIRST : NO. 05 – 408 C.D.  
COMMONWEALTH BANK, :  
 :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
 : FORECLOSURE  
 :  
VS. :  
 :  
 :  
RICKY A. PAPE and JO ELLEN :  
PAPE, and THE UNITED :  
STATES OF AMERICA, :  
 :  
DEFENDANTS :

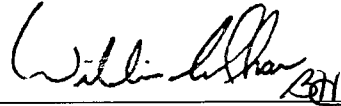
**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$97,750.00  
Costs: \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_  
Prothonotary costs 145.00

BY:   
William A. Shaw, Prothonotary

DATE: 3/7/07

Received March 7, 2007 @ 3:00 PM.  
Cheston A. Hensley  
By Catherine Butler-Aughenbaugh

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

**SCHEDULE "A"**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RICKY A. PAPE

NO. 05-408-CD

NOW, July 13, 2007, 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 June 01, 2007, I exposed the within described real estate of Ricky A. Pape And Jo Ellen Pape, And The United States Of America to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	15.70
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$248.56</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	97,750.00
INTEREST @ %	0.00
FROM TO 06/01/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$97,830.00</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	1,187.40
TAXES - COLLECTOR	918.81
TAXES - TAX CLAIM	7,120.53
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	248.56
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$9,974.30</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

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:  
  
UNITED STATES OF AMERICA  
U. S. ATTORNEY GENERAL OFFICE  
FOR W. DIST OF PA, ROOM 633  
U. S. COURTHOUSE & POST OFFICE  
PITTSBURGH, PA 15219

2. Article Number  
(Transfer from service label)  
7006 0810 0001 4507 2650

PS Form 3811, February 2004 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent  
B. Received by (Printed Name) R. J. MARRAS  
C. Date of Delivery 4/24/07

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

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3800, June 2002

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:  
  
UNITED STATES OF AMERICA  
C/O ATTORNEY GENERAL OF US  
ROOM 5111, MAIN JUSTICE BLDG.  
10TH AND CONSTITUTION BLVD  
N.W.  
WASHINGTON, DC 20530

2. Article Number  
(Transfer from service label)  
7006 0810 0001 4507 2667

PS Form 3811, February 2004 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent  
B. Received by (Printed Name) LAURENCE J. PUGH  
C. Date of Delivery APR 30 2007

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

3. Service Type  
☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3800, June 2002

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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 \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees  
Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP+4  
UNITED STATES OF AMERICA  
U. S. ATTORNEY GENERAL OFFICE  
FOR W. DIST OF PA, ROOM 633  
U. S. COURTHOUSE & POST OFFICE  
PITTSBURGH, PA 15219  
PS Form 3800, June 2002

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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 \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees  
Sent To  
Street, Apt. No., or PO Box No.  
City, State, ZIP  
UNITED STATES OF AMERICA  
C/O ATTORNEY GENERAL OF US  
ROOM 5111, MAIN JUSTICE BLDG.  
10TH AND CONSTITUTION BLVD  
N.W.  
WASHINGTON, DC 20530  
PS Form 3800

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

: NO. 05 - 408 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: AFFIDAVIT  
: OF SERVICE PURSUANT TO PA.  
: R.C.P. 3129.2  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *no cc*  
0/10:5201  
OCT 18 2008  
William A. *LM*  
Prothonotary/Clerk of Courts



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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on Sept 19, 2005.

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801


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

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

DuBOIS REGIONAL MEDICAL CENTER  
P.O. Box 447  
DuBois, PA 15801

LEE A. VIARD  
c/o Andrea B. Bower, Esquire  
426 Broad Street  
Montoursville, PA 17754

BY:

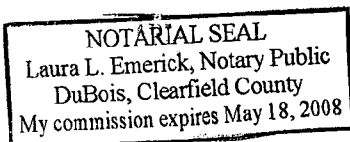
  
\_\_\_\_\_  
Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED*

*before me this 10<sup>th</sup> day of*

*October*, 2005.

  
Notary Public



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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY**  
**BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

*DuBois Regional Medical Center  
P.O. Box 447  
DuBois PA 15801*

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

*Lee A. Viard  
c/o Andrea B. Bower, Esq.  
426 Broad St.  
Montoursville PA 17754*

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801

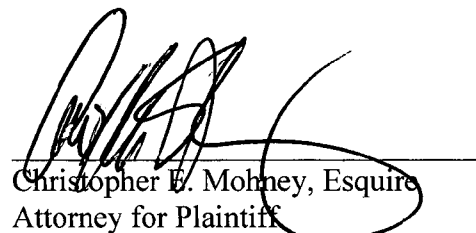
CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 4th day of NOVEMBER, 2005, at 10:00 A. M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 9-19-05

  
\_\_\_\_\_  
Christopher E. Mohnhey, Esquire  
Attorney for Plaintiff

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

**SCHEDULE "A"**

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

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

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

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

THE UNITED STATES OF AMERICA  
c/o Attorney General of United States  
Room 5111, Main Justice Building  
Tenth Constitution Avenue, NW  
Washington, DC 20530

*DuBois Regional Medical Center  
P.O. Box 447  
DuBois, PA 15801*

THE UNITED STATES OF AMERICA  
c/o Mary Beth Buchanon  
United States Attorney General for the Western District of Pennsylvania  
633 United States Post Office & Courthouse  
Pittsburgh, PA 15219

CITIBANK  
701 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57117

*Lee A. Viard  
c/o Andrea B. Bower, Esq.  
426 Broad Street  
Montoursville, PA 17754*

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

MBNA AMERICA BANK  
655 Paper Mill Road  
Mail Stop 1411  
Wilmington, DE 19884

LEE ANN COLLINS, TAX COLLECTOR  
P.O. Box 252  
DuBois, PA 15801

TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
13 Treasure Lake  
DuBois, PA 15801

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

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, NOVEMBER 4, 2005 at 10:00 o'clock A. M., the following described real estate of which RICKY A. PAPE and JO ELLEN PAPE are the reputed owners.

See Schedule A attached hereto.



The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK, now FIRST COMMONWEALTH BANK vs. RICKY A. PAPE and JO ELLEN PAPE at No. 05-408 C.D. in the amount of \$97,750.00.

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

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

Schedule of Distribution will be filed with the Office of the Sheriff on NOVEMBER 7, 2005.

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



---

Sheriff of Clearfield County

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

SEIZED, taken in execution to be sold as the property of RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA, at the suit of DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK. JUDGMENT NO. 05-408-CD

**SCHEDULE "A"**

**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:

Ricky A. Pape  
1628 Treasure Lake  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7004 0750 0000 8595 7261

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™

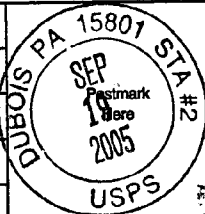
**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>



Sent To

Ricky A. Pape

Street, Apt. No.,  
or PO Box No. 1628 Treasure Lake  
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™

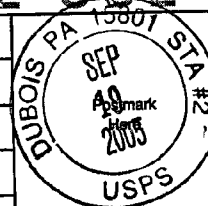
**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.65</b>



Sent To

Jo Ellen Pape

Street, Apt. No.,  
or PO Box No. 1628 Treasure Lake  
City, State, ZIP+4 DuBois, PA 15801

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:

Jo Ellen Pape  
1628 Treasure Lake  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent ☐ Addressee  
 B. Received by (Printed Name) C. Date of Delivery  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7004 0750 0000 8595 7278

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

(Transfer from service label)

7004 0750 0000 8595 7285

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

#253

## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR IN:

Received From Christopher E. Mohny, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:

CITIBANK  
701 E. 60th Street North  
Sioux Falls, SD 57117

Affix  
or m-  
post  
Post-  
fee.

PS Form 3817, January 2001

#253

## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR IN:

Received From Christopher E. Mohny, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:

DuBois Regional Medical Center  
P.O. Box 447  
DuBois, PA 15801

Affix  
or m-  
post  
Post-  
fee.

PS Form 3817, January 2001

#253

## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

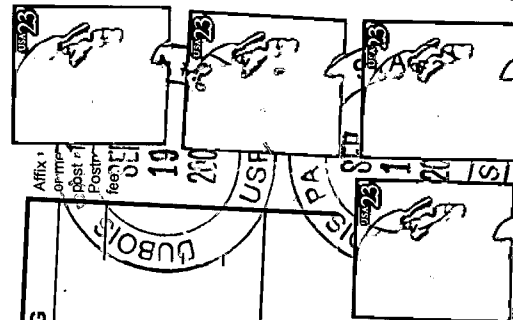
MAY BE USED FOR  
PROVIDE FOR IN:

Received From Christopher E. Mohny, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

LEE A. VIARD  
c/o Andrea B. Bower, Esquire  
426 Broad Street  
Montoursville, PA 17754

Affix  
or m-  
post  
Post-  
fee.

PS Form 3817, January 2001



## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

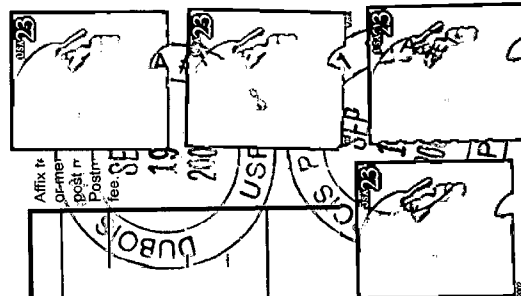
MAY BE USED FOR  
PROVIDE FOR IN:

Received From Christopher E. Mohny, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

One piece of ordinary mail addressed to:

NA America Bank  
5 Paper Mill Road  
Lil Stop 1411  
Lmington DE 19884

PS Form 3817, January 2001



## U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR  
PROVIDE FOR IN:

Received From Christopher E. Mohny, Esquire  
90 Beaver Drive  
Suite 111B  
DuBois, PA 15801

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

PS Form 3817, January 2001

#253

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohny, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Clearfield County Domestic Relations Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830			

PS Form 3817, January 2001

#253

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohny, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Lee Ann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801			

PS Form 3817, January 2001

#253

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohny, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC. 13 Treasure Lake DuBois, PA 15801			

PS Form 3817, January 2001

#253

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohny, Esquire 90 Beaver Drive Suite 111B DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Clearfield County Tax Claim Bureau Clearfield County Courthouse 1 N. Second Street Clearfield, PA 16830			

PS Form 3817, January 2001

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

DOCKET # 100334  
NO: 05-408-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE and JO ELLEN PAPE and THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

NOW, April 15, 2005 AT 8:39 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICKY A. PAPE DEFENDANT AT 1628 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICKY PAPE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

CF FILED

01/10: 30301  
APR 25 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 100334  
NO: 05-408-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE and JO ELLEN PAPE and THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

NOW, April 15, 2005 AT 8:39 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JO ELLEN PAPE DEFENDANT AT 1628 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICKY PAPE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100334  
NO: 05-408-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE and JO ELLEN PAPE and THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, March 23, 2005, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA  
c/o U.S. Atty Mary Beth Buchanon, US Atty. Gen./Western District of PA..

NOW, April 04, 2005 AT 10:29 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THE UNITED STATES OF AMERICA  
c/o U.S. Atty Mary Beth Buchanon, US Atty. Gen./Western District of PA., DEFENDANT. THE RETURN OF ALLEGHENY COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100334  
NO: 05-408-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE and JO ELLEN PAPE and THE UNITED STATES OF AMERICA

SHERIFF RETURN

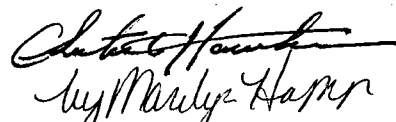
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	116020	30.00
SHERIFF HAWKINS	FIRST COMM.	116020	57.39
ALLEGHENY CO.	FIRST COMM.	116017	50.00
SHEILA O'BRIEN,NOT	FIRST COMM.	115989	3.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

PETER R. DEFAZIO  
Sheriff

ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700

DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF Deposit Bank

DEFT. Ricky + Jo Ellen Pape  
VS.  
ADD. DEFT. SERVE: The United States of America  
ADD. DEFT. 633 US Atty Mary Beth Buchanan US Atty Western Dist  
GARNISHEE 633 U.S. Post Office & Courthouse  
ADDRESS Pittsburgh PA 15219

92742  
CASE# 05-408 CD  
EXPIRES 4-2-05  
☐ SUMMONS/PRAECIPE  
☐ SEIZURE OR POSSESSION  
☒ NOTICE AND COMPLAINT  
☐ REVIVAL of SCI FA  
☐ INTERROGATORIES  
☐ EXECUTION - LEVY OR GARNISHEE  
☐ OTHER

MUNICIPALITY or CITY WARD \_\_\_\_\_ ATTY. Christopher E. Mohney  
DATE: \_\_\_\_\_ 19 \_\_\_\_\_ ADDRESS 90 Beaver Drive Suite 111 B  
ATTY'S Phone 814-375-1044 DeBois PA 15801

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

Now, March 23 10:20 I, SHERIFF OF Allegheny County, PA do hereby deputize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

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 or attachment without liability on the part of such deputy herein for any loss, destruction or removal of any property before sheriff's sale thereof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER

SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY AND RETURN that on the 7th day of April, 2005 at 10:29 o'clock A.M./P.M. Address Above/Address Below. County of Allegheny, Pennsylvania

I have served in the manner described below:

- ☐ Defendant(s) 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 or relationship.  
☒ Manager/Clerk of place of lodging in which Defendant(s) reside(s). Nicoles Nicholas, Recept.  
☒ Agent or person in charge of Defendant(s) office or usual place of business.  
☐ Other \_\_\_\_\_  
☐ Property Posted \_\_\_\_\_  
Defendant not found because: ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other \_\_\_\_\_  
☐ Certified Mail ☐ Receipt \_\_\_\_\_ ☐ Envelope Returned \_\_\_\_\_ ☐ Neither receipt or envelope returned: writ expired \_\_\_\_\_  
☐ Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, 19\_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
Possession/Sale has been set for \_\_\_\_\_, 19\_\_\_\_\_ at \_\_\_\_\_ o'clock.

YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.

ATTEMPTS \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ APR 11 2005

PETER R. DEFAZIO, Sheriff

Additional Costs Due \$\_\_\_\_\_. This is placed on writ when returned to Prothonotary. Please check before satisfying case.

White Copy - Sheriff

By Sheila R. O'Brien  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sheila R. O'Brien, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires June 19, 2008  
Yellow - Sheriff Pink Copy - Attorney  
Member, Pennsylvania Association of Notaries

Deputy



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 100334

DEPOSIT BANK now FIRST COMMONWEALTH BANK

VS.

RICKY A. PAPE and JO ELLEN PAPE and THE UNITED STATES OF AMERICA

TERM & NO. 05-408-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE BY: 04/21/05**

### MAKE REFUND PAYABLE TO FIRST COMMONWEALTH BANK

**SERVE:** THE UNITED STATES OF AMERICA  
c/o U.S. Atty Mary Beth Buchanon, US Atty. Gen./Western District of PA.

**ADDRESS:** 633 UNITED STATE POST OFFICE & COURTHOUSE, PITTSBURGH, PA 15219

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 ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, March 23, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

NO. 05 -408- C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: COMPLAINT  
IN FORECLOSURE

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

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

  
**FILED**

ICC Atty  
01/4:00/3 cc shff  
MAR 22 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd. 85.00

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

DEPOSIT BANK, now FIRST	:	NO. 05 -	C.D.
COMMONWEALTH BANK,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
RICKY A. PAPE and JO ELLEN	:		
PAPE, and THE UNITED	:		
STATES OF AMERICA,	:		
	:		
DEFENDANTS	:		

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

DEPOSIT BANK, now FIRST	:	NO. 05 -	C.D.
COMMONWEALTH BANK,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
RICKY A. PAPE and JO ELLEN	:		
PAPE, and THE UNITED	:		
STATES OF AMERICA,	:		
	:		
DEFENDANTS	:		

**COMPLAINT**

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

1. Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.

2. Defendants **RICKY A. PAPE and JO ELLEN PAPE** are adult individuals with a last known address at 1628 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.

3. Defendant **THE UNITED STATES OF AMERICA** is named as a party defendant in this action pursuant to 28 U.S.C.A. § 2410 at the result of a lien filed by the

Department of the Treasury, Internal Revenue Service office located at Pittsburgh, Pennsylvania, against defendant Ricky A. Pape in the Prothonotary's office of the Court of Common Pleas of Clearfield County, Clearfield, Pennsylvania to No. 01-1177, filed on June 20, 2001 in the amount of \$105,552.69. Copy of said Notice of Federal Tax Lien is attached hereto, made a part hereof and incorporated herein as Exhibit "A".

4. The lien of the defendant The United States of America, is junior the lien of the Plaintiff on the real property which is the subject of this action.

5. Pursuant to 28 U.S.C.A. § 2410, defendant The United States of America, as a party to this action, may be served process by certified mail to the Attorney General of the United States, Room 5111, Main Justice Building, Tenth Constitution Avenue NW, Washington, D.C. 20530, and by serving process of the Court with a copy on the United States Attorney for the District for which the action is brought, namely, Mary Beth Buchanon, United States Attorney General for the Western District of Pennsylvania, 633 United States Post Office and Courthouse, Pittsburgh, Pennsylvania 15219.

6. On June 25, 1999, Defendants executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on June 28, 1999 in Clearfield County as Instrument #199910723. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "B" and "C" respectively, and are incorporated herein by reference.

7. Said mortgage has not been assigned.

8. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on December 13, 2004, by certified mail, return receipt requested and by

regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

9. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

10. The premises subject to the Mortgage is the property located at 1628 Treasure Lake, Section 2, Lot 97, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "F" attached hereto and made a part hereof.

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

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

Current Balance -	\$94,555.37
Interest payoff (as of 2/1/05) -	\$ 2,972.65
Late Fees -	<u>\$ 221.98</u>
TOTAL:	\$97,750.00



WHEREFORE, Plaintiff demands judgment in the amount of \$97,750.00, plus interest thereon at a per diem rate of \$19.43 on unpaid principal balance from February 1, 2005, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **RICKY A. PAPE and JO ELLEN PAPE, and THE UNITED STATES OF AMERICA.**

Respectfully submitted,

BY: 

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

**VERIFICATION**

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

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

  
Susan Stiteler

## Form 668 (Y)(c)

(Rev. October 2000)

## Notice of Federal Tax Lien

## Area:

SMALL BUSINESS/SELF EMPLOYED AREA #3  
Lien Unit Phone: (412) 395-5265

## Serial Number

230177452

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer RICKY A PAPE

Residence 1628 TREASURE LAKE  
DUBOIS, PA 15801-9044

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

01-1177-02

FILED

JUL 20 2001

William A. Shaw  
Prothonotary

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	09/30/2000	208-42-8293	05/11/2001	06/10/2011	105552.69
Place of Filing Clearfield Prothonotary Clearfield County Clearfield, PA 16830					Total \$ 105552.69

This notice was prepared and signed at PITTSBURGH, PA, on this,

the 06th day of July, 2001.

Signature

for R. ALLINGHAM

Title

Revenue Officer

23-01-1913

(724) 282-0545

(NOTE: Certificate of officer authorized by law to  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

essential to the validity of Notice of Federal Tax lien

Form 668(Y)(c) (Rev. 10-00)  
CAT. NO 60025X

EXHIBIT

"A"

RECORDATION REQUESTED BY:  
Deposit Bank, a division of First Commonwealth Bank  
St Marys Office  
108 East Mill Street  
St Marys PA 15857

WHEN RECORDED MAIL TO:  
Recorded Documents  
CSC Loan Services Mtg Loans  
PO Box 400  
Indiana PA 15701-0400

SEND TAXES NOTICES TO:  
Ricky A Pape  
Jo Ellen Pape  
Section 2 Lot 97 Treasure Lake  
DuBois PA 15801

KAREN L. STANCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
PENNSYLVANIA  
INSTRUMENT NUMBER  
19910723  
RECORDED ON  
JUN 28, 1999  
2:45:49 PM  
RECORDING FEE - \$19.00  
REORDER  
COUNTY IMPROVEMENT \$1.00  
UND  
REORDER  
MORTGAGE FUND \$1.00  
STATE & CITY TAX \$0.50  
TOTAL \$21.50  
O. Hopkins

[Space Above This Line is For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 25, 1999. The mortgagor is, Ricky A Pape and Jo Ellen Pape; HUSBAND & WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, a division of First Commonwealth Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is North Main Street Office, 5 North Main Street, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighteen Thousand Four Hundred & 00/100 Dollars (U.S. \$118,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

See Attached Exhibit 'A'

which has the address of Section 2 Lot 97, Treasure Lake, DuBois, Pennsylvania ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal

EXHIBIT

"B"

due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender

# PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 1st day of December, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Deposit Bank, a division of First Commonwealth Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

## Section 2 Lot 97, Treasure Lake, DuBois, PA 15801

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in (the "Declaration"). The property is a part of a planned unit development known as:

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

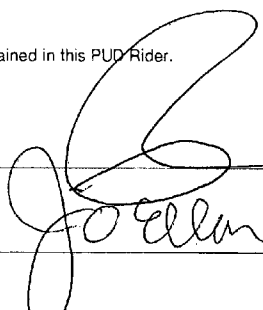
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

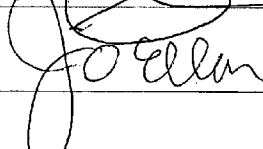
**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

  
\_\_\_\_\_  
(Seal)  
Ricky A Pape - Borrower

  
\_\_\_\_\_  
(Seal)  
Jo Ellen Pape - Borrower

LASER PRO Lending, Reg. U.S. Pat. & T.M. Off., Ver. 5.09.00.13 (C) 1997, 1999 CFI ProServices, Inc. All Rights Reserved. - PA L1BANK05ICFNLPL1G2R3FC TR-14 PR-MTGCONF

otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by

judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

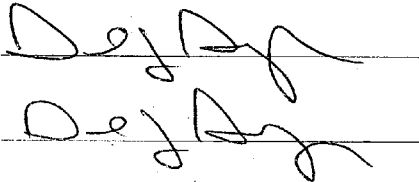
**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

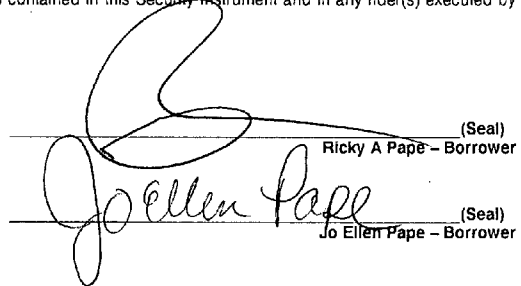
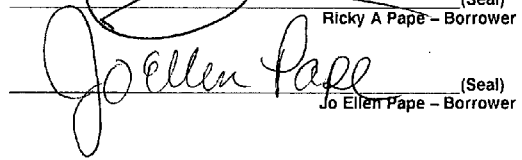
**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider                    | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |  |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

WITNESSES:

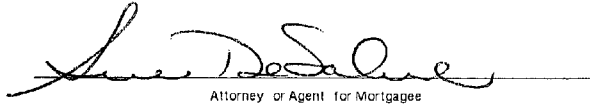
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Ricky A Pape - Borrower (Seal)  
  
\_\_\_\_\_  
Jo Ellen Pape - Borrower (Seal)

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:

North Main Street Office, 5 North Main Street, DuBois, PA 15801

  
\_\_\_\_\_  
Attorney or Agent for Mortgagee

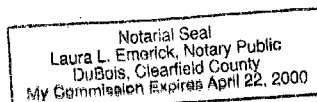
### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )

) SS

COUNTY OF CLEARFIELD )

On this, the 6/25/99 day of June, 19 99, before me Laura L. Emerick, the undersigned Notary Public, personally appeared Ricky A Pape, Jo Ellen Pape, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.



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



# NOTE

June 25, 1999

DuBois, Pennsylvania

Section 2 Lot 97, Treasure Lake, DuBois, PA 15801  
[Property Address; Add Borrower's Post Office Address, If Different]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$118,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank, a division of First Commonwealth Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.500%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on January 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, a division of First Commonwealth Bank, North Main Street Office, 5 North Main Street, DuBois, PA 15801 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,097.58.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 16 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

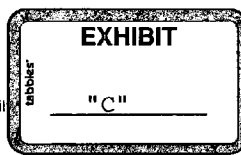
## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or



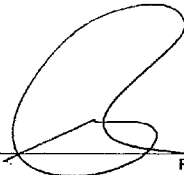
**NOTE**  
**(Continued)**

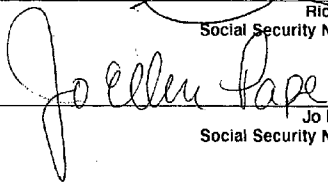
Page 2 of 2

transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
Ricky A. Pape - Borrower  
Social Security Number - 208-42-8293

  
\_\_\_\_\_  
(Seal)  
Jo Ellen Pape - Borrower  
Social Security Number - 159-66-4535

Date: December 8, 2004

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

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Jo Ellen Pape

PROPERTY ADDRESS: Section 2, Lot 97, Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: 0360601368

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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

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

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located

at: **-Section 2, Lot 97, Treasure Lake, Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: **October 1, 2004 thru December 1, 2004 totaling \$3,292.74**

Other charges (explain/itemize): **Late fees of \$112.22**

**TOTAL AMOUNT PAST DUE: \$3,404.96**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,404.96, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**FIRST COMMONWEALTH BANK**

**PO BOX 400, FCP-LOWER LEVEL**

**INDIANA PA 15701**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately three (3) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Deposit

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

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

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

**Contact Person:** Teri Pavlosky

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

**ASSUMPTION OF MORTGAGE** -- You ☒ **may** or ☐ **may not** (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688

**Indiana County Community  
Action Program**

827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**

500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

Date: December 8, 2004

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Ricky A. Pape

PROPERTY ADDRESS: Section 2, Lot 97, Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 0360601368

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located

at: **-Section 2, Lot 97, Treasure Lake, Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: **October 1, 2004 thru December 1, 2004 totaling \$3,292.74**

Other charges (explain/itemize): **Late fees of \$112.22**

**TOTAL AMOUNT PAST DUE: \$3,404.96**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,404.96, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**FIRST COMMONWEALTH BANK**

**PO BOX 400, FCP-LOWER LEVEL**

**INDIANA PA 15701**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

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

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

**OTHER LENDER REMEDIES** -- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately three (3) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Deposit

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

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

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

**Contact Person:** Teri Pavlosky

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

**ASSUMPTION OF MORTGAGE** -- You **X** may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

CLEARFIELD COUNTY

Keystone Economic Development  
Corporation

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688

Indiana County Community  
Action Program

827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.

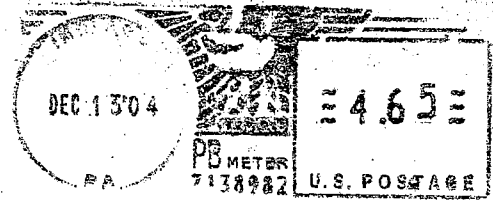
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

IRST  
mmonweal

st Commonwealth Bank  
tral Offices: Philadelphia and 6th  
ana, PA 15701-0400



7004 0550 0000 3481 4876



UNCLAIMED

UNC

RICKY A PAPE  
SECTION 2 LOT 97  
TREASURE LAKE



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

OTHER

RTS  
RETURN TO SENDER

12/14/04

12/29/04

158011

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ricky A. Pape  
Section 2  
Lot 97  
Treasure Lake  
Dubois PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7004 0550 0000 3481 4876

PS Form 3811, February 2004

EXHIBIT

102595-02-M-1540

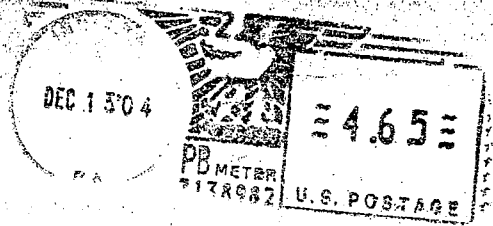
"E"

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mmonwea

st Commonwealth Bank  
ntal Offices: Philadelphia and  
iliana, PA 15701-0400



7004 0550 0000 3481 5002



UNCLAIMED

UNC

RICKY A PAPE

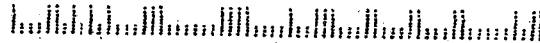
1028 TREASURE LAKE



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

12/14/04  
**RTS**  
RETURN TO SENDER

15801+913701/0400



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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Ricky A. Pape  
1028 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number  
(Transfer from service label)

7004 0550 0000 3481 5002

7004 0550 0000 3481 5002

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Paper/Envelope/Flat Rate Box/Flat Rate Mailbox/Flat Rate Mailbox	
Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To: Ricky A. Pope	
Street, Apt. No., or PO Box No. 1028 Treasury Lake	
City, State, ZIP+4 DUBOIS PA 15801	
PS Form 3800, June 2002 See Reverse for Instructions	

7004 0550 0000 3481 4876

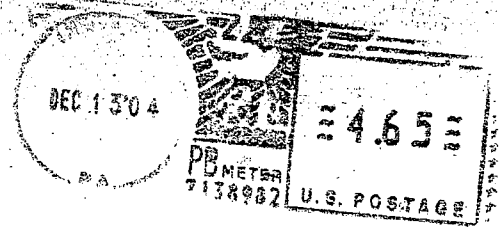
U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Paper/Envelope/Flat Rate Box/Flat Rate Mailbox/Flat Rate Mailbox	
Postage	\$ .60
Certified Fee	4.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65
Sent To: Ricky A. Pope	
Street, Apt. No., or PO Box No. Sch 2, Let 97, Treasury Lake	
City, State, ZIP+4 DUBOIS PA 15801	
PS Form 3800, June 2002 See Reverse for Instructions	

**FIRST**  
**Commonwealth**

Central Offices: Philadelphia and  
Indianapolis, PA 15701-0400



7004 0550 0000 3481 4869



**UNCLAIMED**

**UNC** JO ELLEN PAPE  
1628 TREASURE LAKE

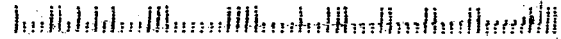
- ☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/ STREET ☒ OTHER  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

Notice 12/14/04

12/24/04

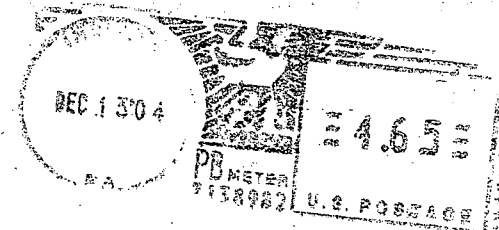
15801+9 15701/0400



**CERTIFIED MAIL**



7004 0550 0000 3481 4869



**UNCLAIMED**

**UNC** JO ELLEN PAPE  
1628 TREASURE LAKE

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

**RTS**  
RETURN TO SENDER

Notice 12/14/04

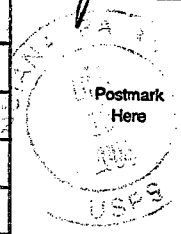
12/24/04

15801+9 15701/0400





7004 0550 0000 3481 4869

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Payee/Art. No. <i>Wack KCB6-43E</i>	
Postage	\$ <i>1.60</i>
Certified Fee	<i>2.30</i>
Return Receipt Fee (Endorsement Required)	<i>1.25</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.65</i>
	
Sent To <i>Jo Ellen Page</i>	
Street, Apt. No., or PO Box No. <i>1628 Treasure Lake</i>	
City, State, ZIP+4 <i>Dubuois PA 15801</i>	
PS Form 3800, June 2002 See Reverse for Instructions	

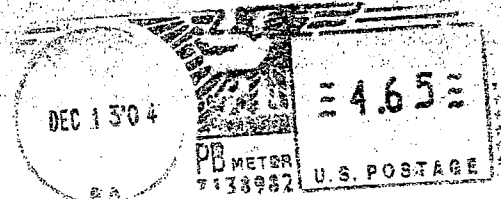
FIRST  
Commonwealth

First Commonwealth Bank  
Central Offices: Philadelphia and  
Indianapolis, PA 15701-0400



7004 0550 0000 3481 4883

UNCLAIMED



UNC

JO ELLEN PAPE  
SECTION 2 LOT 97  
TREASURE LAKE

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

1628 TV NAME

**RTS**  
RETURN TO SENDER

12/14/04

12/29/04

15801+90

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

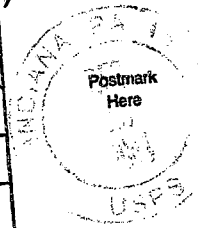
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <input type="checkbox"/> Agent <b>X</b> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to:  Jo Ellen Pape Section 2 Lot 97 TREASURE LAKE Dubois PA 15801	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.
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
7004 0550 0000 3481 4883	

7004 0550 0000 3481 4883

**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)

*Paper from the 6th of 11*

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To *Jo Ellen Page*  
Street, Apt. No., or PO Box No. *Section 2 Lot 97 Treasure Lake*  
City, State, ZIP+4 *Dillsburg PA 17801*

PS Form 3800, June 2002 See Reverse for Instructions

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Treasure Lake, Inc., a Pennsylvania Corporation to Joseph S. Torok and Beatrice J. Torok (his wife), by Deed dated August 7, 1969, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 551, Page 610.

**EXHIBIT "F"**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED <sup>icc</sup>

011-23/611  
MAY 09 2005

Atty  
Money

William A. Shaw  
Prothonotary/Clerk of Courts

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

v.

No. 05-408-C.D.

RICKY A. PAPE and JO ELLEN PAPE  
and THE UNITED STATES OF AMERICA,

DEFENDANTS

CONSENT JUDGMENT

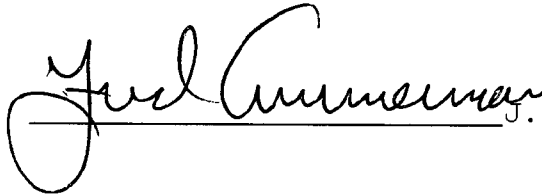
AND NOW, to wit, this 9<sup>th</sup> day of May,  
2005, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of  
defendant(s) RICKY A. PAPE AND JO ELLEN PAPE.

It is further ORDERED, ADJUDGED and DECREED that defendant,  
United States of America, shall be notified by plaintiff of the  
date, time and place scheduled for any sheriff's sale of the real  
property of the aforesaid defendant(s); that the United States of  
America shall be entitled to payment from the proceeds of the  
sheriff's sale to the extent its proper priority would entitle it  
to the same; and that the United States of America shall be

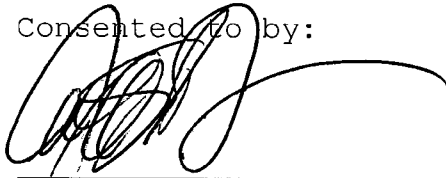
entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Jud Cummings", written over a horizontal line.

Consented to by:

A handwritten signature in cursive script, appearing to read "Mohney", written over a horizontal line.

CHRISTOPHER E. MOHNEY, ESQ.  
Counsel for Plaintiff

A handwritten signature in cursive script, appearing to read "Colville", written over a horizontal line.

MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

: NO. 05 - 408 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: PRAECIPE FOR  
: DEFAULT JUDGMENT  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED** *Pff pd. 20.00*

*012:37811 No CC*  
**JUN 23 2005**

*Notice to Defs.*

William A. Shaw  
Prothonotary/Clerk of Courts

*Statement to Atty*  
*GD*

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

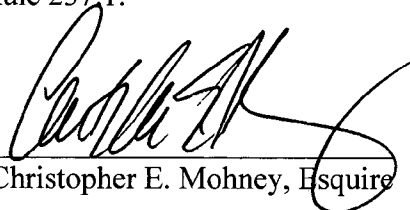
Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$94,555.37
2.	Interest payoff:	\$ 2,972.65
3.	Late Fees:	<u>\$ 221.98</u>
	TOTAL:	\$97,750.00

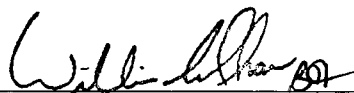


The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on May 11, 2005 as required by Pa. R.C.P. Rule 237.1.

BY:

  
Christopher E. Mohney, Esquire

NOW, this 23<sup>rd</sup> day of June, 2005, damages are assessed in the amount of \$97,750.00.

  
William A. Shaw, Sr., Prothonotary

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

DEPOSIT BANK, now FIRST	:	NO. 05 - 408 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

TO: JO ELLEN PAPE  
1628 Treasure Lake  
DuBois, PA 15801

DATE OF NOTICE: May 11, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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:

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

BY: 

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

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

DEPOSIT BANK, now FIRST : NO. 05 - 408 C.D.  
COMMONWEALTH BANK, :  
 :  
 : TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
 :  
VS. :  
 :  
 :  
RICKY A. PAPE and JO ELLEN :  
PAPE, and THE UNITED :  
STATES OF AMERICA, :  
 :  
 :  
DEFENDANTS :

TO: RICKY A. PAPE  
1628 Treasure Lake  
DuBois, PA 15801

DATE OF NOTICE: May 11, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU 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:

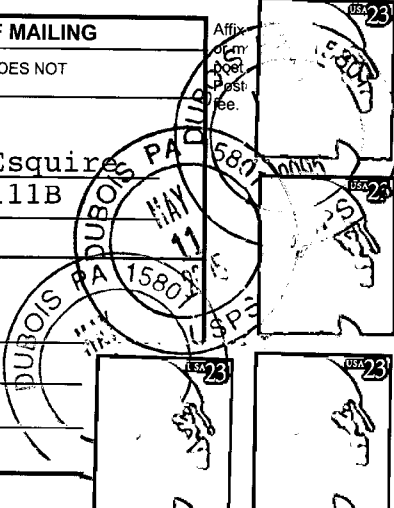
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY: 

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

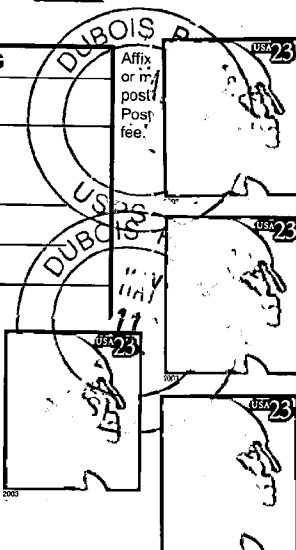
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohny, Esquire	
90 Beaver Drive, Suite 111B	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Ricky A. Pape	
1628 Treasure Lake	
DuBois, PA 15801	

PS Form 3817, January 2001




U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Christopher E. Mohny, Esquire	
90 Beaver Drive, Suite 111B	
DuBois, PA 15801	
One piece of ordinary mail addressed to:	
Jo Ellen Pape	
1628 Treasure Lake	
DuBois, PA 15801	

PS Form 3817, January 2001



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

 COPY

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

NO. 05 – 408 C.D.

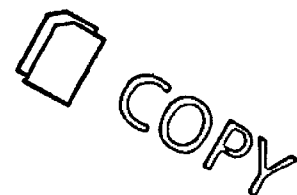
TYPE OF CASE: MORTGAGE  
FORECLOSURE

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$97,750.00 on June 23, 2005.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw

, Deputy

 COPY

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

Deposit Bank  
Plaintiff(s)

No.: 2005-00408-CD

Real Debt: \$97,750.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ricky A. Pape  
Jo Ellen Pape  
United States of America  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 23, 2005

Expires: June 23, 2010

Certified from the record this 23rd day of June, 2005.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

: NO. 05 - 408 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: PRAECIPE FOR  
: WRIT OF EXECUTION  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *100 96 wnts*  
*01 2:46 PM* *w/ desc. to*  
JUN 23 2005 *shff*

William A. Shaw  
Prothonotary/Clerk of Courts

*PIFF*  
*pd 20.00*  
*CV*

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Issue Writ of Execution in the above matter:

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

4. Amount due: \$97,750.00

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

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

**Prothonotary costs**

125.00

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

Christopher E. Mohny, Esquire  
Attorney for Plaintiff



**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

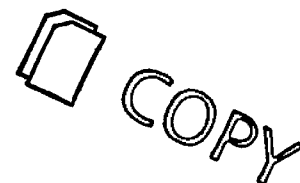
ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

**SCHEDULE "A"**

 COPY

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$97,750.00

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

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

**Prothonotary costs** 125.00

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

DATE: 6/23/05

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

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**SCHEDULE "A"**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20197  
NO: 05-408-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA  
Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/23/2005

LEVY TAKEN 09/14/2005 @ 2:20 PM

POSTED 09/14/2005 @ 2:25 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 03/08/2006

DATE DEED FILED NOT SOLD

FILED  
09/15/2005  
MAR 09 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

10/04/2005 @ 3:00 PM SERVED RICKY A. PAPE

SERVED RICKY A. PAPE, DEFENDANT, AT HIS RESIDENCE 10718 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JO ELLEN PAPE WIFE/DEFENDANT

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.

10/04/2005 @ 3:00 PM SERVED JO ELLEN PAPE

SERVED JO ELLEN PAPE, DEFENDANT AT HER RESIDENCE 10718 TREASURE LAKE ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JO ELLEN PAPE

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.

09/26/2005 @ SERVED THE UNITED STATES OF AMERICA

SERVED UNITED STATES OF AMERICA 10TH & CONSTITUTION BLVD, NW ROOM 440, WASHINGTON, DC 20530 BY CERTIFIED MAIL #70033110000193801074. SIGNED FOR BY EARNEST PARKS.

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

09/20/2005 @ SERVED UNITED STATES OF AMERICA

SERVED UNITED STATES OF AMERICA WESTERN DIST OF PA, 633 US POST OFFICE & COURTHOUSE, PITTSBURGH, PA BY CERT MAIL 9/20/05 SIGNED FOR BY, VERRILLA, CERT #70033110000193801067

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

@ SERVED

NOW, NOVEMBER 1, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 4, 2005 TO FEBRUARY 3, 2006.

@ SERVED

NOW, JANUARY 19, 2006 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR FEBRUARY 3, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20197  
NO: 05-408-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICKY A. PAPE AND JO ELLEN PAPE, AND THE UNITED STATES OF AMERICA

Execution REAL ESTATE


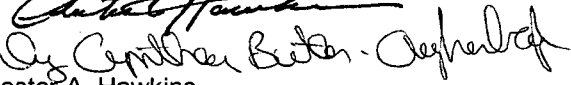
SHERIFF RETURN

---

SHERIFF HAWKINS \$354.17

SURCHARGE \$80.00 PAID BY PLAINTIFF

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

DEPOSIT BANK, now FIRST : NO. 05 - 408 C.D.  
COMMONWEALTH BANK, :  
 :  
 : TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
 :  
VS. :  
 :  
RICKY A. PAPE and JO ELLEN :  
PAPE, and THE UNITED :  
STATES OF AMERICA, :  
 :  
DEFENDANTS :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$97,750.00

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

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

Prothonotary costs 125.00

BY: William A. Shaw  
William A. Shaw, Prothonotary

DATE: 6/23/05

Received June 23, 2005 @ 3:45 P.M.  
Chester A. Hawkins  
By Catherine Butler Auphondorff

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

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BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

**SCHEDULE "A"**

**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:

UNITED STATES OF AMERICA  
US DEPT OF JUSTICE  
US ATTORNEY'S OFFICE  
WESTERN DIST OF PA  
633 US POST OFFICE & COURTHOUSE  
PITTSBURGH, PA 15219

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *9-20-00*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7003 3110 0001 9380 1067

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15-40

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> 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	\$ 0.40
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.45

0830  
07 Postmark  
Here

09/19/2005

7003 3110 0001 9380 1067

Sent to: UNITED STATES OF AMERICA  
US DEPT OF JUSTICE  
US ATTORNEY'S OFFICE  
WESTERN DIST OF PA  
633 US POST OFFICE & COURTHOUSE  
PITTSBURGH, PA 15219

Street, Apt. No.,  
or PO Box No.  
City, State, Zip+4

PS Form 3800, June 2004



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:

UNITED STATES OF AMERICA  
US ATTORNEY GENERAL  
C/O DEPT OF JUSTICE  
10TH & CONSTITUTION BLVD  
NW ROOM 440  
WASHINGTON, DC 20530

COMPLETE THIS SECTION ON DELIVERY

- A. Signature **X** Agent ☐ Addressee ☐
- B. Received by (Printed Name) **SEP 9 2005** C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Transfer from service label) **7003 3130 0001 9380 1074**

Domestic Return Receipt **PS Form 3811, February 2004**

102595-02-M-1540

U.S. Postal Service<sup>™</sup>  
**CERTIFIED MAIL<sup>™</sup> 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	\$	\$9.40
Certified Fee		\$2.30
Return Receipt Fee (Endorsement Required)		\$1.75
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$4.65

0830  
07 Postmark Here

09/19/2005

Sent To **UNITED STATES OF AMERICA**

Street, Apt. No., or PO Box No. **US ATTORNEY GENERAL  
C/O DEPT OF JUSTICE  
10TH & CONSTITUTION BLVD**

City, State, ZIP+4 **NW ROOM 440  
WASHINGTON, DC 20530**

PS Form 3800, June 2002

4201 09E6 T000 0TTE E002

CHRISTOPHER E. MOHNEY  
ATTORNEY AT LAW  
90 BEAVER DRIVE  
SUITE 111B  
DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

November 1, 2005

Via facsimile 765.5915

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

RE: Deposit Bank, now First Commonwealth Bank vs. Ricky A. Pape and Jo  
Ellen Pape and The United States of America  
No. 05-408-CD

Dear Cindy:

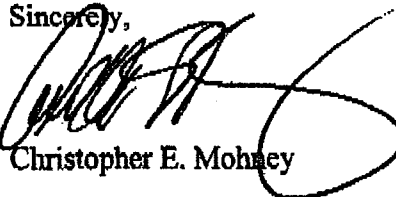
I have learned that Defendants Mr. & Mrs. Pape have filed for federal bankruptcy relief in the Western District of Pennsylvania. On October 12, 2005 a Chapter 7 Voluntary Petition was filed to Case #05-72717.

Consequently, pursuant to Pa.R.C.P. 3129.3, kindly stay the Sheriff Sale set for Friday, November 4, 2005 at 10:00 a.m.. Please set a date certain within 100 days from November 4, and have the stay and new date publicly announced and the sale set for November 4, 2005.

Please also advise my office of the new date and time.

Thank you.

Sincerely,



Christopher E. Mohney

CEM:lle

cc: Terry Henry

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

January 19, 2006

Sheriff's Department of Clearfield County  
Clearfield County Courthouse  
1 N. Second Street  
Clearfield, PA 16830

*Attention: Cynthia Butler-Aughenbaugh*

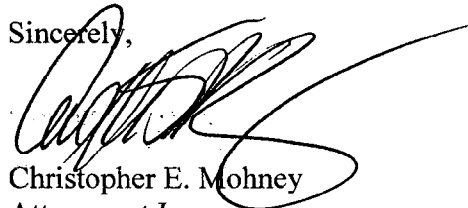
**RE: Deposit Bank, now First Commonwealth Bank vs. Ricky A. Pape and  
Jo Ellen Pape and The United States of America  
No. 05-408 C.D.**

Dear Cindy:

Please cancel the Sheriff sale scheduled for Friday, February 3, 2006, at 10:00 o'clock a.m. in the above-captioned matter. The Pape's bankruptcy case is likely to still be pending on that date. As soon as I am aware that the bankruptcy case is closed, I will contact you to proceed to reschedule the Sheriff's sale.

Thank you.

Sincerely,



Christopher E. Mohney  
Attorney at Law

CEM:sms

cc: Terry Henry

Thomas E. Reiber, Esquire

James R. Walsh, Esquire

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

RICKY A. PAPE and JO ELLEN  
PAPE, and THE UNITED  
STATES OF AMERICA,

DEFENDANTS

: NO. 05 - 408 C.D.  
:  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:  
: TYPE OF PLEADING: PRAECIPE FOR  
: WRIT OF EXECUTION  
:  
: FILED ON BEHALF OF: PLAINTIFF  
:  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
: SUPREME COURT NO.: 63494  
:  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED** Aff pd. 20.00  
0112:1760  
MAR 07 2007 ICC & 6 writs  
w/prop. descr.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff  
(GR)

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

DEPOSIT BANK, now FIRST	:	NO. 05 – 408 C.D.
COMMONWEALTH BANK,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
RICKY A. PAPE and JO ELLEN	:	
PAPE, and THE UNITED	:	
STATES OF AMERICA,	:	
	:	
DEFENDANTS	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$97,750.00


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

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

**Prothonotary costs**

145.00

BY:

  
Christopher E. Mohnhey, Esquire  
Attorney for Plaintiff

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

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**SCHEDULE "A"**

COPY

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

DEPOSIT BANK, now FIRST : NO. 05 – 408 C.D.  
COMMONWEALTH BANK, :  
 :  
 : TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
 :  
VS. :  
 :  
 :  
RICKY A. PAPE and JO ELLEN :  
PAPE, and THE UNITED :  
STATES OF AMERICA, :  
 :  
DEFENDANTS :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

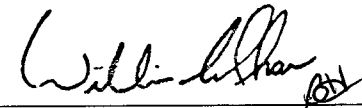
Amount due: \$97,750.00

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

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

**Prothonotary costs**

145.00

BY:   
William A. Shaw, Prothonotary

DATE: 3/7/07

**PROPERTY DESCRIPTION OF**  
**RICKY A. PAPE AND JO ELLEN PAPE**

ALL that certain tract of land designated as Lot No. 97, Section No. 2, "Santa Cruz" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same lot of land conveyed by Joseph S. Torok and Beatrice J. Torok (his wife), to Ricky A. Pape and Joellen Pape, husband and wife, by Deed dated June 13, 1994, and recorded in the Recorder's Office of Clearfield County in Deed Book Volume 1613, Page 182.

**SCHEDULE "A"**