

05-649-CD  
PNC Bank vs. John J. Lowe

PNC Bank Nat'l Assoc. v. John Lowe  
2005-649-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

vs.

JOHN J. LOWE,

Defendant.

Case No. 05-649-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

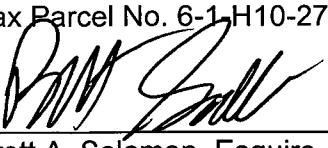
Filed on behalf of PNC BANK,  
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Beverly Weiss Manne, Esquire  
Pa. I.D. No. 34545  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

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

306 S. Pine Street  
Curwensville, PA 16833  
Borough of Curwensville  
Tax Parcel No. 6-1-H10-279-42

  
Brett A. Solomon, Esquire  
Attorney for Plaintiff

FILED *Atty. 201. 085.00*  
m/3/06 N  
MAY 09 2005 2CC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sh. ff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,       )      CIVIL DIVISION  
  )  
  Plaintiff,       )      No. \_\_\_\_\_  
  )  
vs.                                        )  
  )  
JOHN J. LOWE,                            )  
  )  
Defendant.                                )

**IMPORTANT NOTICE**

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,        )        CIVIL DIVISION  
    )  
Plaintiff,                                    )        No. \_\_\_\_\_  
    )  
vs.    )  
    )  
JOHN J. LOWE,                                )  
    )  
Defendant.                                    )

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.
2. Defendant, John J. Lowe ("Borrower") is an adult individual whose last known address is 306 S. Pine Street, Curwensville, PA 16833.
3. On or about July 6, 2001, Borrower executed and delivered a Home Equity Line of Credit ("Line of Credit") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$25,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Line of Credit is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated July 6, 2001 ("Mortgage") given by the Defendant to Bank, encumbering certain real property located at Borough of Curwensville, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of

Deeds of Clearfield County, Pennsylvania at document number 2001-11144. A true and correct copy of Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrower is in default of the provisions of the Line of Credit for failure to make payments when due. The Line of Credit is due from July 20, 2004 and as of January 5, 2005 was past due in the amount of \$1,290.94.

6. The Defendant is the real and record owner of the Premises.

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

8. On or about October 14, 2004, Bank sent Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Defendant of Defendant's rights and obligations in accordance with the Acts. Copies of the Notices sent to the Defendant is attached hereto as Exhibit "B" and incorporated herein.

9. The amount due Bank under the Line of Credit as of January 5, 2005 is as follows:

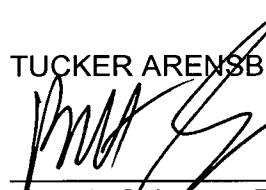
Principal.....	\$ 24,209.79
Interest through January 5, 2005 .....	640.88
(Continuing Thereafter at \$ 4.1032 per diem)	
Insurance.....	132.83
Late Fees .....	120.00
Costs .....	to be added
Attorney's Fees .....	<u>850.00</u>
 TOTAL.....	\$ 25,953.50

10. The total amount now due to the Bank under the Line of Credit as of January 5, 2005 was Twenty-Five Thousand Nine Hundred Fifty-Three and 50/100 Dollars

(\$25,953.50), plus interest accruing from at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Twenty Five Thousand Nine Hundred Fifty-Three and 50/100 Dollars (\$25,953.50), plus continuing interest at the contract rate from July 20, 2004, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
Beverly Weiss Manne, Esquire  
Pa. I.D. No. 34545  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for PNC Bank, National  
Association, Plaintiff

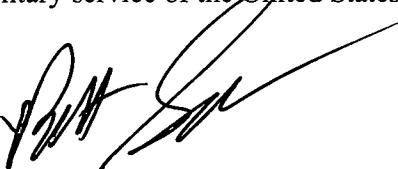
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
vs. )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
JOHN J. LOWE, )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

**AFFIDAVIT OF NON-MILITARY SERVICE**

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendant, John J. Lowe, is not a member of the military service of the United States of America to the best of my knowledge, information and belief.



Brett A. Solomon, Esq., Attorney for Plaintiff  
PNC Bank, National Association

Sworn to and subscribed before me  
this 4 day of May, 2005.



Notary Public

My Commission Expires:

VERIFICATION

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

  
Darnella Ganaway  
Attorney Relations Manager  
PNC Bank, National Association

**LINE OF CREDIT****VARIABLE RATE**

THIS DISCLOSURE STATEMENT IS GIVEN TO BORROWER WITH, AND IS PART OF, THE GENERAL CONDITIONS OF THE ACCOUNT. THE GENERAL CONDITIONS, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE REVERSE SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT (THE "AGREEMENT").

REGULAR ACCOUNT  
 CLUB ACCOUNT  
 Club Account Benefit: percentage points

EMPLOYEE ACCOUNT  
 Employee Account Benefit: %

Holder: PNC Bank, National Association  
 Date: July 4, 2001 Payment Due Date: 20th  
 Account Number:

Maximum Credit Limit: \$25,000.00  
 Name of Borrower(s): JOHN J. LOWE

Address: 306 S PINE ST  
 CUMMINSVILLE PA 168330000

**PAYMENT OPTIONS**

- Principal and Interest
- Interest Only during the Draw Period
- Payment automatically charged to Checking Account

Overdraft Protection: YES  NO

You may not have both overdraft protection and charge to checking.  
 Checking Account Number:

Account(s) of:

Initial Daily Periodic Rate: 0.019178 % per day

Initial ANNUAL PERCENTAGE RATE: 7.000 % per year

Fee Margin: 0.250 percentage points

AGREEMENT INDEX: For your reference, an index to this Agreement is provided at the end of the Disclosure Statement, Part Two.

**ACCOUNT PRIVILEGES.** We have established this account for you with a maximum credit in the amount set forth above. You may use this credit to obtain funds from time to time by writing checks in amounts of not less than \$100 or by any other methods which we may permit. You authorize us to charge this account for those loans and for the Finance Charge, Annual Fees, credit insurance premiums, if applicable, and any other amounts which you agree in this Agreement to pay. Your account will consist of two periods, a Draw Period and a Repayment Period. You are permitted to make new loans from time to time, only during the Draw Period. The Draw Period will end on the last day of the Billing Cycle in which: (a) if you choose the Principal and Interest Payment Option, the tenth anniversary of the opening of the account occurs; or (b) if you choose the Interest Only Payment Option, the seventh anniversary of the opening of the account occurs. The length of the Repayment Period will be 20 years. Depending on the balance on your account at the end of the Draw Period and on the Annual Percentage Rate(s) which apply, your Minimum Monthly Payments may repay the account in less than 20 years.

We agree to pay checks, so long as they do not cause the principal balance to exceed the Maximum Credit, which are dated, drawn and issued on this account by you during the Draw Period and received by us during the Draw Period or within five business days after the end of the Draw Period, except as provided in the following sentence. We will not pay any check dated, drawn or issued by you or received by us after this account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in this Agreement. You agree that any checks written on this account will be only those checks issued by us for that special purpose.

**OVERDRAFT PROTECTION.** If you have elected Overdraft Protection with this account, we will make a deposit to the Checking Account identified above whenever you withdraw from that Checking Account, writing a check from the Checking Account or in some other way, more than the balance in the Checking Account. The amount which we will deposit will be the amount by which your withdrawal exceeds the balance in the Checking

A.  Not applicable

To open this account, you must pay the following CHARGES before the date this account becomes effective:

**1. OTHER FINANCE CHARGES**

Amount

You may not use any loans from this account to pay the above amounts.

**2. CLOSING COSTS**

Amount

RECORDING MORTGAGE	\$15.50
RECORDING RELEASES	\$15.50

**B. ANNUAL FEE**

Not applicable

Annual Fee: \$ 30.00

The Annual Fee will be charged to your account during the first Billing Cycle and on the first day of each Billing Cycle immediately following each anniversary of the account, during the Draw Period.

The Annual Fee will not be charged during any year that, on the anniversary of the Account, you are eligible for the Club Account Benefit or the Employee Account Benefit identified in this Agreement.

The Annual Fee will not be charged during the first years of the Draw Period.

**C. STOP PAYMENT FEE**

Not applicable

Stop Payment Fee: \$15.00

**D. MINIMUM MONTHLY PAYMENT.** The Minimum Monthly Payment will be due each month on or before the Payment Due Date. If you have selected to have the payment automatically charged to your Checking Account, this will occur on or before the Payment Due Date each month. The Minimum Monthly Payment will never be greater than the entire outstanding balance on the account.

(a) During the Draw Period, For each Billing Cycle of the Draw Period, the Minimum Monthly Payment will be any amounts past due plus the permitted amount which is determined as follows:

(i) Principal and Interest. If you have chosen the Principal and Interest Payment Option, the payment amount will be the greater of: (1) the sum of the Finance Charge, credit insurance premium, if any, and Annual and other fees, if applicable (but not including Late Charges) which have accrued during the Billing Cycle, plus 1/240th of the Principal Balance at the end of the Billing Cycle; or (2) \$25.00.

(ii) Interest Only. If you have chosen the Interest Only Payment Option, the payment amount will be the sum of the Finance Charge, credit insurance premium, if any, and Annual and other fees, if applicable (but not including Late Charges) which have accrued during the Billing Cycle.

(b) During the Repayment Period, For each Billing Cycle of the Repayment Period and until the account is paid in full, the Minimum Monthly Payment will be any amounts past due plus the greater of: (1) the sum of the Finance Charge, credit insurance premium, if any, and other fees, if applicable (but not including Late Charges) which have accrued during the Billing Cycle, plus 1/240th of the Principal Balance at the end of the first Billing Cycle in the Repayment Period; or (2) \$25.00.

(c) If you pay an amount greater than the Minimum Monthly Payment in any month, this will not affect the amount of the next payment and nevertheless be required to make the Minimum Monthly Payment the following month. You may make payments in any amount in excess of the Minimum Monthly Payment and may pay the entire balance or any part of it provided that you pay at least the Minimum Monthly Payment.

**EXHIBIT**

1  
EXHIBIT  
A

you agree, your minimum monthly payments may repay the account in less than 36 months.

(b) You agree to pay checks, so long as they do not cause the principal balance to exceed the Maximum Credit, which are dated, drawn and issued on this account by you during the Draw Period and received by us during the Draw Period or within five business days after the end of the Draw Period, except as provided in the following sentence. We will not pay any check dated, drawn or issued by you or received by us after this account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in this Agreement. You agree that any checks written on this account will be only those checks issued by us for that special purpose.

**OVERDRAFT PROTECTION.** If you have elected Overdraft Protection in connection with this account, we will make a deposit to the Checking Account mentioned above whenever you withdraw from that Checking Account, either by writing a check from the Checking Account or in some other way, more money than the balance in the Checking Account. The amount which we will deposit will be the amount by which your withdrawal exceeds the balance in the Checking Account, rounded up to the next whole \$1.00. However, the amount which we will deposit will not be less than \$50.00. We will charge the amount of the deposit as a loan from this account. We do not have to make a deposit to the Checking Account if a deposit will cause the balance on this account to exceed the Maximum Credit or would violate the terms of this Agreement. Checking Account checks, which are returned, will be subject to our regular overdraft charges.

**FINANCE CHARGE.** At all times that this account is in effect, including the Draw Period and the Repayment Period and any period after termination in which there remains an outstanding balance on this account, the Finance Charge will be calculated as of the last day in the billing cycle in the following way:

(a) When the Finance Charge Begins. The Finance Charge begins to accrue on the day each loan is posted to this account. There is no time during which credit is extended that you do not incur a Finance Charge.

(b) How We Determine the Balance On Which the Finance Charge Is Computed. We compute the Finance Charge on the "Average Daily Balance" (including current transactions) on this account during the billing cycle. To get the Average Daily Balance, we take the beginning balance on this account each day and add any new advances posted that day, and subtract any payments, credits, Late Charges, fees, credit insurance premiums and unpaid Finance Charges. This gives us the "Daily Balance." Then, we add up all of the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result is the Average Daily Balance.

(c) How We Compute the Finance Charge. We will compute the Finance Charge for the billing cycle by multiplying the Average Daily Balance for the cycle by the number of days in the billing cycle, and then multiplying the product by the Daily Periodic Rate in effect during that cycle. The result is the Finance Charge for that billing cycle.

(d) Daily Periodic Rate And Annual Percentage Rate. The Finance Charge will be computed using the initial Daily Periodic Rate disclosed above. This corresponds to the initial ANNUAL PERCENTAGE RATE also disclosed above. These rates are subject to change each billing cycle as described in the "Variable Rate" section below.

(e) The Annual Percentage Rate includes only interest and no other charges. (f) Variable Rate. The Daily Periodic Rate and Annual Percentage Rate applicable to this account may increase or decrease as of the first day of each billing cycle. These changes may be the result of a change in the "Index" or a change in your eligibility for a Club Benefit or an Employee Benefit. Changes in the Annual Percentage Rate and in the Daily Periodic Rate may increase the amount of the Finance Charge you must pay and can change the amount of and number of payments necessary to pay this account in full.

(g) Index. During billing cycles when you have a Regular Account or Club Account, the "Index" will be the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* ("Prime Rate") on the last day on which the Prime Rate is published in the preceding calendar month. During billing cycles when you are eligible for the Employee Account, the "Index" will be the Prime Rate on the last day on which the Prime Rate is published in the preceding calendar month multiplied by the Employee Benefit stated above. The Index is not necessarily the lowest rate charged by us on our loans.

(h) Margin. During billing cycles when you have a Regular Account, the "Margin" will be equal to the Base Margin stated above. During billing cycles when you are eligible for a Club Account, the "Margin" will be equal to the Base Margin stated above minus the Club Benefit stated above. During billing cycles when you are eligible for an Employee Account, the "Margin" will be equal to the Base Margin stated above multiplied by the Employee Benefit.

(i) Calculation of the Annual Percentage Rate. The Annual Percentage Rate for any billing cycle will be the sum of the Index plus the Margin. Provided, however, that the ANNUAL PERCENTAGE RATE will never be more than 18%, and that during any billing cycle when you are eligible for an Employee Account, the ANNUAL PERCENTAGE RATE will never be more than 14% multiplied by the Employee Benefit.

(j) Calculation of the Daily Periodic Rate. The Daily Periodic Rate to be used in each billing cycle will be determined on the first day of the billing cycle by dividing the applicable Annual Percentage Rate by 360 (or 365 in a leap year).

By mutual written agreement, if you have an account with us, the payment amount will be the sum of the Finance Charge, credit insurance premium, if any, and Annual and other fees, if applicable (but not including Late Charges) which have accrued during the billing cycle.

(b) During the Repayment Period. For each billing cycle of the Repayment Period and until the account is paid in full, the Minimum Monthly Payment will be any amounts past due plus the greater of: (1) the sum of the Finance Charge, credit insurance premium, if any, and other fees, if applicable (but not including Late Charges) which have accrued during the billing cycle, plus 1/240th of the Principal Balance at the end of the first billing cycle in the Repayment Period; or (2) \$25.00.

(c) Prepayment. If you pay an amount greater than the Minimum Monthly Payment in any month, this will not affect the amount of the next payment, and you will nevertheless be required to make the Minimum Monthly Payment in next month. You may make payments in any amount in excess of the Minimum Monthly Payment and may pay the entire balance or any part of it at any time provided that you pay at least the Minimum Monthly Payment in any month when it is due.

(d) After Termination. If this account is Terminated during the Draw Period in accordance with the "Termination of Account Upon Default" section, paragraph 11(a) on the reverse side, for the purposes of calculating the Minimum Monthly Payment, the billing cycle in which the termination occurs shall be considered to be a cycle during the Draw Period and all subsequent cycles shall be considered to be cycles during the Repayment Period. If the account is Terminated during the Repayment Period, the cycle in which the Termination occurs and all subsequent cycles shall be considered to be cycles during the Repayment Period. After termination, the Minimum Monthly Payments shall be calculated in accordance with this paragraph unless we exercise our rights under the "Acceleration of the Outstanding Balance" section at paragraph 11(b) on the reverse side.

#### OTHER CHARGES

(a) Closing Costs. If applicable, we will charge you closing costs of the amount and in the amounts set forth above, in the "Closing Costs" section.

(b) Late Charges. We will charge you a Late Charge equal to the greater of \$20.00 or five percent (5%) of the payment for each month any Minimum Monthly Payment is not made within 15 days of its due date. No Late Charge will be due if the reason the payment is late is either:

(i) attributable to a Late Charge assessed on an earlier payment; or

(ii) because after default by you, the entire balance on this account is due.

(c) Annual Fee. If applicable, we will charge you an Annual Fee in the amount and beginning at the time set forth above and continuing each year thereafter during the Draw Period on this account.

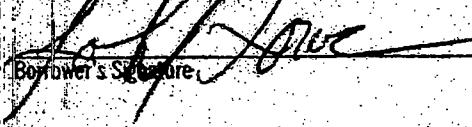
(d) Return Credit Line Check Fee. We will charge you a fee of \$25.00 for each check written on this account which is properly dishonored by us for any reason, or which is paid by us but which causes your outstanding principal balance to exceed your Maximum Credit Limit.

(e) Stop Payment Fee. If applicable, we will charge you a Stop Payment Fee in the amount set forth above, if you request us to stop payment on a check written on this account.

(f) Return Check Fee. We will charge you a fee of \$20.00 if your payment on this account is made with a check that is returned by the drawee for "insufficient funds" in the account on which the check is written.

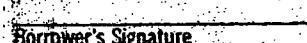
**E. DISCLOSURE STATEMENT - PART TWO AND GENERAL CONDITIONS OF THE ACCOUNT.** See the reverse side of this disclosure and the General Conditions of the account. These are incorporated herein with the same effect as if they were set forth above in full. Please read them.

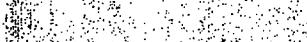
**EACH OF YOU ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT (INCLUDING THE GENERAL CONDITIONS OF THE ACCOUNT) AND SIGNING THIS AGREEMENT INDICATES YOUR INTENTION TO BE LEGALLY BOUND.**

  
Borrower's Signature

7-6-2001  
Date

Date

  
Borrower's Signature

  
Dinner

Date

  
Dinner

Date

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT - PART TWO

THIS DISCLOSURE STATEMENT IS GIVEN TO BORROWER WITH, AND IS PART OF, THE GENERAL CONDITIONS OF THE ACCOUNT. THE GENERAL CONDITIONS, THIS DISCLOSURE STATEMENT AND THE DISCLOSURE STATEMENT ON THE FRONT SIDE SHOULD BE READ TOGETHER AS ONE DOCUMENT (THE "AGREEMENT").

### 7. SECURITY INTEREST.

(a) You and any other owners of the Mortgaged Premises have executed a Mortgage with us as mortgagee, to secure the payment of all money due under this Agreement, including future advances. The rights and duties of you and any other owners and of us are set forth in this Agreement and in the Mortgage. We waive our security in the Mortgaged Premises as to any extension of credit to the extent that it would cause the outstanding balance to exceed the Maximum Credit.

(b) You also give us a security interest in:

(i) All of your money on deposit with us. This includes money now on deposit or which may be deposited in the future with us by you or with any co-depositor, including your spouse. If there is a default under this Agreement or the Mortgage we, after notice required by law, may set-off amounts owed under this Agreement against such deposits.

(ii) The proceeds and returned premiums of any credit life insurance which you may obtain or of property insurance covering the Mortgaged Premises and, if applicable, flood insurance.

(iii) Collateral securing other obligations to us may also secure this account.

8. PROPERTY INSURANCE. Property insurance and, if applicable, flood insurance are required on the Mortgaged Premises. You may obtain these insurances from any person of your choice subject to our reasonable approval.

9. CREDIT INSURANCE. Credit life insurance, if available, is not required to obtain credit.

10. TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for this account.

11. POSSIBLE ACTIONS WHICH MAY BE TAKEN BY LENDER. Under the circumstances described below, Lender can: (1) terminate the account; (2) require you to pay the entire outstanding balance on the account in one payment; (3) refuse to make additional extensions of credit; (4) reduce the credit limit; and/or (5) make specific changes that are set forth in the separate General Conditions of the Account.

(a) Termination of Account Upon Default. You will be in default and this account will terminate, effective immediately, upon our mailing a Notice of Termination to you if:

(i) You commit fraud or make a material misrepresentation in connection with this account.

(ii) You fail to meet any of the repayment terms of this Agreement for a period of 30 days.

(iii) Any of your actions or your failure to act adversely affects our security for this account, or any of our rights in such security; for example, and not by way of limitation, if you transfer title to the Mortgaged Premises, or the sole owner of the Mortgaged Premises who is obligated on this account dies.

(b) Acceleration of the Outstanding Balance.

(i) Unless prohibited by law, if this account is terminated by default, we may, at our option, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If this happens, you will be required to pay the outstanding balance on this account in one payment at that time. If you are in default under the previous section titled "Termination of Account Upon Default" during the Repayment Period or during a time when this account is already terminated, we may, after any notice required by law and the expiration of any time required by law during which you may cure a default, declare due and payable the entire balance owing on this account. If we declare the entire balance due and payable, we can bring suit for the amounts due, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing.

(ii) If you are or become in the future an executive officer with respect to whom federal law requires that all credit granted by us be due and payable on demand, then, during such times as federal law so requires, all credit granted under this account shall be due and payable on demand.

(c) Suspension of Credit Privileges or Reduction of Maximum Credit. If any of the conditions listed in this section occurs, we may, by mailing a notice of our action, temporarily suspend your ability to obtain loans from this account and/or reduce the Maximum Credit applicable to this account during any period in which:

(i) The value of the Mortgaged Premises, as evidenced by an appraisal which we obtain, has declined significantly below the appraised value for the purposes of this account. We may from time to time obtain appraisals of the Mortgaged Premises at our expense. If we prohibit additional extensions of credit or reduce the amount of the Maximum Credit because of a significant decline in the value of the Mortgaged Premises, and the value of the Mortgaged Premises subsequently increases, you may provide us with a written request to remove the restrictions, which request shall be accompanied by an appraisal of the Mortgaged Premises obtained by you at your expense. For the purpose of this section, an appraisal shall be defined as a certified appraisal by a licensed or certified real estate broker

account if you advise us that the material change no longer exists, you will provide us with a personal financial statement setting forth your then existing financial condition.

(ii) You file or are placed in bankruptcy.

(iv) You are in default of any Material Obligation set forth in paragraph 4 of the General Conditions of the Account.

If the circumstances upon which the prohibition of additional extensions of credit or the reduction of the Maximum Credit were based shall cease to exist, we shall again be obligated to permit extensions of credit on this account and to restore the Maximum Credit. The obligation shall commence 8 business days after we receive a written request from you accompanied by reasonable evidence that the condition which gave rise to the prohibition no longer exists.

(d) Prohibition of Additional Extensions of Credit and Reduction of the Maximum Credit, Additional Circumstances. We may also temporarily prohibit additional extensions of credit or reduce your Maximum Credit if any of the conditions listed in this section shall occur. We will give you notice of our action. If the circumstances later change so that the condition no longer exists, we shall again be obligated to allow extensions of credit and to restore your credit limit. We will give you notice that the credit is again available.

(i) The highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last day on which the Prime Rate is published in the preceding calendar month plus the Base Margin equal 20% or more.

(ii) The priority of our security interest is adversely affected by government action to the extent that the value of our security interest is less than 120% of your Maximum Credit.

(iii) We are notified by our regulatory agency that continued advances constitute an unsafe or unsound practice.

(iv) We are precluded by government action from imposing the Annual Percentage Rate provided in this Agreement.

12. PROHIBITION OF ADDITIONAL EXTENSIONS OF CREDIT AT YOUR REQUEST. Any of you may direct us to prohibit further extensions of credit on this account. A notice by any one of you that you do not intend to be obligated for additional loans on this account shall be considered a request to prohibit further extensions of credit on this account by all of you. The prohibition shall become effective as soon as we can reasonably act to stop new loans from being made. All of you who are obligated on this account must request in writing reinstatement on this account for the request to be effective.

13. LIMITATION OF INDEBTEDNESS AT YOUR REQUEST. If you deliver to us a written notice requesting that the indebtedness on this account be limited, our obligation to make further loans from this account shall be terminated or amended, as provided by applicable law in the state where the Mortgaged Premises is located. You agree to follow the requirements of applicable law with respect to the notice of limitation of indebtedness on the account. You agree to send the notice to us at Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

14. STOP PAYMENT. Procedures and laws applicable to stop payment of checks in connection with transactions on regular checking accounts shall apply to checks under this Agreement. Stop Payment orders are subject to a fee if the Stop Payment Fee set forth on the front side of this disclosure is applicable. You may place a stop payment order at any branch office, or by calling us or writing us at the following address: Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

15. COMMUNICATIONS CONCERNING DISPUTED DEBTS. All communications by you to us concerning disputed debts, including an instrument tendered as full satisfaction of the account, should be sent to Centralized Customer Assistance, P.O. Box 1366, Pittsburgh, PA 15230-1366.

16. COSTS OF COLLECTION. If permitted by applicable law, if we file suit or take action to collect this account or protect the collateral or our security interest in it, we shall charge you our cost and expenses to do so. Unless the Mortgaged Premises is located in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

17. CUSTOMER INFORMATION. To serve our customers efficiently and offer a full range of financial services, we share customer transaction and experience information among the PNC family of companies. PNC companies also share other personal information, such as applications, financial statements, and credit reports. You may request that we do not share this other personal information (except where such information is used by one PNC company to service customer accounts for another) by writing to us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include your name, address, account number(s) or social security number.

18. CREDIT REPORTS. You authorize us to obtain credit reports on you from time to time at our discretion while you have a line of credit account outstanding with us.

19. GOVERNING LAW AND CONSTRUCTION. This Agreement has been executed

GENERAL CONDITIONS OF THE ACCOUNT — PAGE TWO

A SEPARATE DISCLOSURE STATEMENT, PARTS ONE AND TWO, HAVE BEEN GIVEN TO YOU AND ARE PART OF THIS AGREEMENT. THE DISCLOSURE STATEMENT, PARTS ONE AND TWO, AND THESE GENERAL CONDITIONS, BELOW AND ON THE FRONT SIDE, SHOULD BE READ TOGETHER AS ONE AGREEMENT (THE "AGREEMENT").

(b) (continued)

(b) If you fail to keep in force property insurance and/or, if applicable, flood insurance and/or fail to provide evidence of such insurance to us, we may notify you that you should purchase the required insurance at your expense. If you fail to purchase the insurance within the time stated in the notice and/or fail to provide us with evidence of such insurance, we may purchase insurance to protect our interest, to the extent permitted by applicable law, and charge you the cost of the premiums and any other amounts we incur in purchasing the insurance. **THE INSURANCE WE PURCHASE WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE ON YOUR OWN.** At our option, we may treat these premiums and fees as an extension of credit from this Account, on which interest will accrue or as amounts incurred to protect the security of the Mortgage. We may receive reasonable compensation for the services which we provide in obtaining any required insurance on your behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with us. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. For additional information, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

(c) **CHANGES TO YOUR ACCOUNT.** We may make the following changes to this Agreement:

(i) We may change the Index and margin if the Index applicable to this account is no longer available. If we do so, we will choose an index with an historical movement substantially similar to the movement of the original Index and we will choose a new margin so that the new index and new margin will result in an Annual Percentage Rate substantially similar to the rate in effect at the time the original index became unavailable.

(ii) We may make any change to which you specifically agree in writing.

(iii) We may make a change that will unequivocally benefit you during the remaining term of this account.

(iv) We may make a change which is insignificant under applicable federal law.

(v) If you have elected to purchase credit insurance, we may pass on to you any increase in premiums for that insurance.

(vi) If the Club Group through which you obtained your Club Account terminates its agreement with us or is no longer available, you may:

(i) Identify in writing a new Club Group of which you are a qualified member and continue this account subject to the rates, terms and conditions governing the Club accounts of such newly identified Club Group.

(ii) Notify us in writing that you do not wish to be obligated for additional extensions of credit under this account in accordance with the terms and conditions governing this account at the time of your notice. If at a later time you request reinstatement of this account in accordance with this Agreement, then credit privileges will be reestablished under either (i) or (ii) of this subsection.

(iii) In the absence of a notification to us under either (i) or (ii) of this subsection, maintain an open Regular Account and in such case the balance in this account will be subject to the Daily Periodic Rates and Annual Percentage Rates applicable to Regular Accounts.

(iv) If required by applicable law, we will mail you a written notice prior to the effective date of any change, in accordance with that law, of any changes made to this account. Changes will apply to outstanding balances and new loans except as otherwise stated in the notice.

**10. PERIODIC CREDIT REVIEW.** At our option, we may obtain updated credit bureau reports and income verifications on you as is reasonably necessary to protect our interests.

**11. MONTHLY STATEMENTS.** We will send you a monthly statement for each billing cycle in which:

(a) activity is posted to your account;

(b) we impose a Finance Charge to your account; or

(c) if your account is governed by the laws of Kentucky or Ohio, there is a debit or credit balance in your account; if your account is governed by the laws of another state, there is a debit or credit balance of more than \$1.00 in your account.

The statement will show advances made, amount due for Finance Charges, payments made and the balance which you owe. Unless you notify us in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by you. We need not mail a statement if we deem this account uncollectible or if delinquency or proceedings have been started by us. If there is more than one borrower, you agree that if the statement is sent to and accepted by any of you it is considered correct as to and accepted by all of you.

**12. CHECKS ON YOUR ACCOUNT.** We shall retain all checks drawn on your account and paid.

**13. REMEDIES CUMULATIVE.** If any circumstance exists which would allow us to temporarily prohibit further extensions of credit on this account or (a) to reduce the credit limit or terminate this account and accelerate the balance due, we may take such action at any time during which such circumstance continues to exist and (b) our remedies under this Agreement shall be cumulative and not alternative.

**14. POSTDATED AND STALE DATED CHECKS.** Procedures and laws applicable to postdated, and stale dated checks in connection with transactions on checking accounts shall apply to checks under this Agreement. You agree not to issue postdated checks.

**15. DELAY IN ENFORCEMENT.** We can delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

**16. ASSIGNMENT.** You may not assign or otherwise transfer your rights or privileges under this Agreement, or delegate your obligations to repay amounts you owe us. Any attempt to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. A person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations will be affected by such assignment.

**17. WAIVER.** Borrower or Owner(s) waive all defenses based on suretyship and impairment of collateral or security.

**18. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**19. OUR LIABILITY.** We have no responsibility for failure of any merchant or other party to honor checks or any other means which we may permit from time to time to be used to obtain a loan from this account.

45  
21

DLNACS Number: 8935559

OPEN-END MORTGAGE 45-3-45810 893 5559

(This Mortgage Secures Obligatory Future Advances)

THIS MORTGAGE is made on Jul. 6, 2001. The Mortgagor is JOHN LOWE AND JOYCE (DECEASED) LOWE.  
If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association.  
The word "Borrower" means JOHN J LOWE.  
If there is more than one, the word "Borrower" herein refers to each and all of them.

*gao/s*  
DOD 9-6-96 my

Mortgagee has granted to Borrower a home equity variable rate line of credit, providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of Twenty Five Thousand And 00/100 Dollars (U.S. \$ 25,000.00), under the terms of Borrower's written agreement (referred to herein as the "Agreement"), dated Jul. 6, 2001. Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account, which ends on the last day of the monthly billing cycle in which the day 10 years from the opening of the Account occurs. Mortgagee is not obligated to make advances

which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment.

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

306 S PINE ST, CURWENSVILLE, PA 16833 CLEARFIELD  
Recording Date of Original Deed: Jun. 3, 1985  
Deed Book Number 1016 Page Number 151  
Tax Parcel No. 6-410-278-42

Lot No. SEE BELOW N/A

*Boro of Curwenville*  
my

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

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

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

**Default.** Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

**Mortgagee's Remedies.** Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may at its option, after notice required by law, declare due and payable the entire unpaid balance on the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

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

**Benefit and Burden.** The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

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

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

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

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

Witness John J. Lowe Mortgagor John J. Lowe

Witness John J. Lowe Mortgagor John J. Lowe

PA FORM 13100-1198

EXHIBIT

B





Date of this Notice: October 14, 2004

JOHN J LOWE  
306 S PINE ST  
CURWENSVILLE, PA 16833

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

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

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

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

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

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

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

HOMEOWNER'S NAME: JOHN J LOWE  
PROPERTY ADDRESS: 306 S PINE ST, CURWENSVILLE, PA 16833  
LOAN ACCT. NO.: 045-03-458108935559  
ORIGINAL LENDER: PNC  
CURRENT LENDER/SERVICER: PNC Bank, NA

A member of The PNC Financial Services Group  
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Penn

EXHIBIT

C



## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



**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:  
306 S PINE ST, CURWENSVILLE, PA 16833

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$204.30 for each of the months from July 2004 through October 2004.

Other charges (explain/itemize): Late Charges for \$60.00

**TOTAL AMOUNT PAST DUE: \$709.18**

**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 \$709.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** PNC Bank, NA

**Address:** 2730 Liberty Avenue, 2<sup>nd</sup> Floor, Mailstop: P5-PWLC-02-I, Pittsburgh, PA 15222

**Phone Number:** (412) 762-1214 or 1-800-878-0027

**Contact Person:** Lori Shelton

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

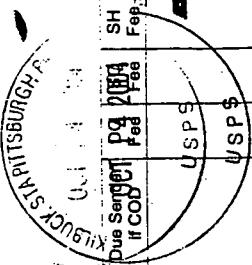
Very truly yours,

Arlene West  
PNC Bank, National Association

cc: 1<sup>st</sup> Class U.S. Mail, postage prepaid

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)**

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Check type of mail or service:		Postage		Handling Charge	
<input type="checkbox"/> Recorded Delivery <input type="checkbox"/> International <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation  <input type="checkbox"/> Insured		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Postmark and Date of Receipt		<input type="checkbox"/> Fee	
5th ave ph pa 15222	10/14/04	Addressee (Name, Street, City, State, & ZIP Code)			
1.	70022030000264600741	John Lowe 306 S pine St Curwensville, Pa 16833	60	2.30	
2.	70022030000264600758	[REDACTED]	60	2.30	
3.	70022030000264600765	[REDACTED]	60	2.30	
4.	70022030000264600772	[REDACTED]	60	2.30	
5.	70022030000264600789	[REDACTED]	60	2.30	
6.	70022030000264600796	[REDACTED]	60	2.30	
7.					
8.					
			Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	
			6	See P Trustee	

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

**See Privacy Act Statement on Reverse**

Postmaster, Per (Name of receiving employee)

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
6	6

## Clearfield County

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100460  
NO: 05-649-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: JOHN J. LOWE

**SHERIFF RETURN**

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NOW, May 27, 2005, SHERIFF OF ARMSTRONG COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN J. LOWE.

NOW, June 03, 2005 AT 1:25 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN J. LOWE, DEFENDANT. THE RETURN OF ARMSTRONG COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

**FILED**  
01941601  
AUG 17 2005 WJD

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100460  
NO: 05-649-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: JOHN J. LOWE

**SHERIFF RETURN**

---

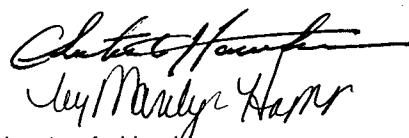
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	274458	10.00
SHERIFF HAWKINS	ARENSBERG	274458	30.00
ARMSTRONG CO.	ARENSBERG	275281	32.50

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00649 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Armstrong County

PNC BANK NATIONAL ASSOC

VS

JOHN J LOWE

ALAN D TARR, Sheriff or Deputy Sheriff of Armstrong County, Pennsylvania, who being duly sworn according to law, says, the within COMP IN MORTG. FORE as served upon LOWE JOHN J the DEFENDANT, at 0013:25 Hour, on the 3rd day of June, 2005 at 118 WOOD STREET ELDERTON, PA 15736, Armstrong County Pennsylvania, by handing to HELEN LOWE APIC-WIFE a true and attested copy of the COMP IN MORTG. FORE ;

and at the same time directing Her attention to the contents thereof.

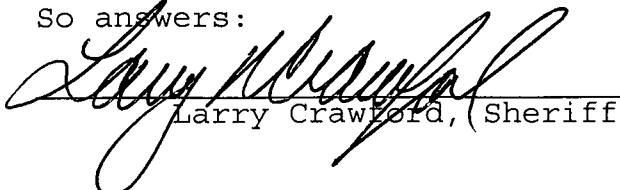
Sheriff's Costs:

Docketing	9.00
Service	9.00
Affidavit	2.50
Surcharge	.00
	<u>12.00</u>
	<u>32.50</u>

05/31/2005

TUCKER ARENSBERG PC

So answers:

  
Larry Crawford, Sheriff

By

  
Deputy Sheriff

Sworn and subscribed to before me

this 16<sup>th</sup> day of June, 2005 A.D. \_\_\_\_

Patty J. Kreider  
Notary

NOTARIAL SEAL  
PATTY J. KREIDER, NOTARY PUBLIC  
KITTANNING BORO, ARMSTRONG COUNTY  
MY COMMISSION EXPIRES OCT. 11, 2008

Case No 2005-00649 T  
PNC BANK NATIONAL ASSOC (VS) JOHN J LOWE

Date  
Filed

5/31/05 COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND, FILED,  
TIME STAMPED 11:34 AM. RECEIVED FROM CLEARFIELD COUNTY SHERIFF'S  
OFFICE.

6/03/05 AT 1:25 PM, DEPUTY ALAN D TARR SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE UPON THE DEFENDANT, JOHN J LOWE, BY  
PERSONALLY HANDING TO HELEN LOWE, ADULT PERSON IN CHARGE-WIFE,  
AT 118 WOOD STREET, ELDERTON, ARMSTRONG COUNTY, PENNSYLVANIA,  
A TRUE AND ATTESTED COPY OF SAID COMPLAINT IN MORTGAGE FORECLOSURE  
AND INFORMED HER OF THE CONTENTS THEREIN.

6/06/05 RETURNED TO CLEARFIELD COUNTY SHERIFF'S OFFICE.  
COPY SENT FOR ATTORNEY WITH REFUND OF \$17.50.  
SO ANSWERS LARRY R CRAWFORD, SHERIFF.



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 100460

TERM & NO. 05-649-CD

PNC BANK, NATIONAL ASSOCIATION

COMPLAINT IN MORTGAGE FORECLOSURE

vs.

JOHN J. LOWE

**SERVE BY: 06/08/05**

### MAKE REFUND PAYABLE TO TUCKER ARENSBERG, P.C.

**SERVE:** JOHN J. LOWE

**ADDRESS:** 118 WOOD ST., ELDERTON, PA 15736

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 ARMSTRONG COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 27, 2005.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION

CIVIL DIVISION,

Plaintiff,  
vs.

No. 05-649-CD

JOHN J. LOWE,

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Defendant.

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

Counsel of record for this party:

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

**FILED**  
Atty Pd. 00.00  
M 17 2005 100-Notice  
SEP 08 2005 to def.  
2005  
William A. Shaw Statement  
Prothonotary/Clerk of Courts to Atty  
Folio: 1005  
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 05-649-CD  
)  
vs. )  
)  
JOHN J. LOWE, )  
)  
Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$27,803.36 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 25,953.50
Interest from 1/6/05 to 8/30/05 @ \$4.1032 per diem.....	\$ 972.46
Late Charges from 1/05 to 8/05 @ \$20.00/mo.....	\$ 160.00
Attorney's fees and charges through 8/30/05.....	\$ 717.40
<b>*TOTAL</b>	<b>\$ 27,803.36</b>

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

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC Bank, . c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendant: John J. Lowe, 118 Wood Street, Elderton, PA 15736

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
  )  
Plaintiff, ) No. 05-649-CD  
  )  
vs. )  
  )  
JOHN J. LOWE, )  
  )  
Defendant. )

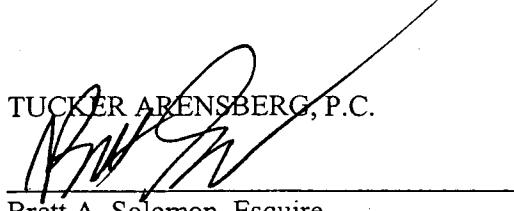
TO: John J. Lowe  
118 Wood Street  
Elderton, PA 15736

DATE OF NOTICE: August 18, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

  
TUCKER ARENSBERG, P.C.

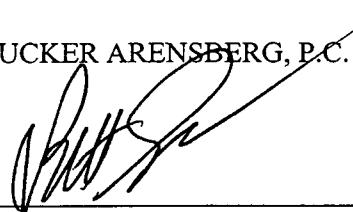
Brett A. Solomon, Esquire  
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, John J. Lowe, by depositing thereof in the United States mail, first class postage prepaid, on the 18<sup>th</sup> day of August 2005, at the following address:

John J. Lowe  
118 Wood Street  
Elderton, PA 15736

TUCKER ARENSBERG, P.C.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
  )  
Plaintiff,                          ) No. 05-649-CD  
  )  
vs.                                  )  
  )  
JOHN J. LOWE,                      )  
  )  
Defendant.                          )

COPY

**NOTICE OF JUDGMENT**

TO: John J. Lowe  
118 Wood Street  
Elderton, PA 15736

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on  
September 8, 2005, in the amount of \$27,803.36 plus continuing interest at the  
contract rate together with costs, late charges, and attorneys fees.

---

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 05-649-CD  
)  
vs. )  
)  
JOHN J. LOWE, )  
)  
Defendant. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA )  
) SS:  
COUNTY OF ALLEGHENY )

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendant, John J. Lowe, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.

  
Brett A. Solomon, Esquire

Sworn to and subscribed before me this

30 day of August 2005.

  
Notary Public

BF 255814

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Kelly J. Mizak, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 23, 2009	
Member, Pennsylvania Association of Notaries	

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

 COPY

PNC Bank, National Association  
Plaintiff(s)

No.: 2005-00649-CD

Real Debt: \$27,803.36

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John J. Lowe  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 8, 2005

Expires: September 8, 2010

Certified from the record this 8th day of September, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendants.

CIVIL DIVISION

No. 05-649-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

306 S. Pine Street  
Curwensville, PA 16833  
Tax Parcel I.D. No. 6-1-H10-279-42

FILED *(EW)*  
JAN 19 2007  
M 11:20 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. 05-649-CD  
6 Writs to  
Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

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

Judgment Amount ..... \$ 27,803.36

Interest from 9/1/05 through 2/28/07  
at \$4.1032 per diem ..... 2,240.35

Late Charges (\$20.00/mo. for 9/05 to 2/07) ..... 360.00

Foreclosure Fees ..... 433.97

Additional Interest to Sale Date  
(to be added by Sheriff) ..... \_\_\_\_\_

Additional Late Charges to Date of Sale  
(to be added by Sheriff) ..... \_\_\_\_\_

Costs (to be added by the Prothonotary) ..... \_\_\_\_\_

Prothonotary costs  
\$ 125.00

Total ..... \$ \_\_\_\_\_

TUCKER ARENSBERG, P.C.

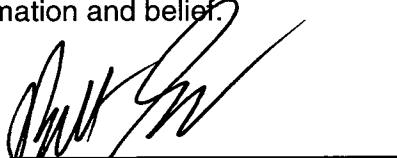
  
Brett A. Solomon, Esquire  
Attorney for PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

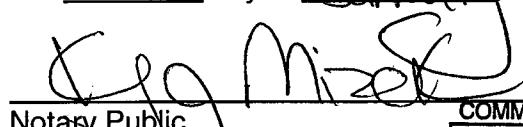
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendant, John J. Lowe, is not a member of the military service of the United States of America to the best of my knowledge, information and belief.



Brett A. Solomon

Sworn to and subscribed before me

this 9 day of January, 2007.

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

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kelly J. Mizak, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 23, 2009

Member, Pennsylvania Association of Notaries

BF 256100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendants.

CIVIL DIVISION

No. 05-649-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

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

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

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

JOHN J. LOWE 118 Wood Street  
Elderton, PA 15736

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

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

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

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

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

UNKNOWN

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

## CLEARFIELD COUNTY TREASURER

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

## CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

BOROUGH OF CURWENSVILLE c/o  
TAX COLLECTOR

Duane Test  
P.O. Box 239  
Curwensville, PA 16833

## CURWENSVILLE AREA SCHOOL DISTRICT

c/o Duane Test, Tax Collector  
P.O. Box 239  
Curwensville, PA 16833

COMMONWEALTH OF PA  
DEPARTMENT OF REVENUE

P.O. Box 2675  
Harrisburg, PA 17105

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

## CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE

230 E. Market Street, Suite 300  
Clearfield, PA 16830

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

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

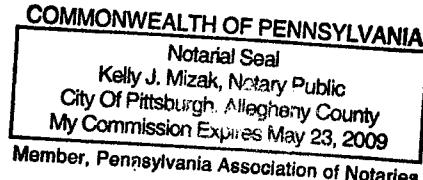
Dated: 1-9-06

Bv:

Brett A. Solomon, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 19 day of January, 2007.

Notary Public  
My Commission Expires:  
BF 256100



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendants.

CIVIL DIVISION

No. 05-649-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

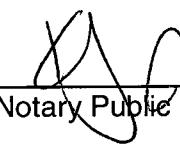
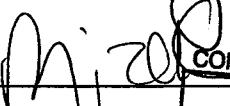
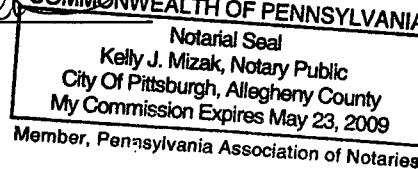
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to the Defendant on or about October 14, 2004.



Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 9 day of JANUARY, 2007.

   
Notary Public      Mizak  
My Commission Expires:   
Notarial Seal  
Kelly J. Mizak, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 23, 2009  
Member, Pennsylvania Association of Notaries

BF 256100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendants.

CIVIL DIVISION

No. 05-649-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

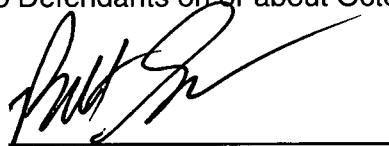
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

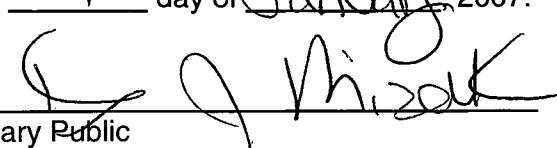
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendants on or about October 14, 2004.



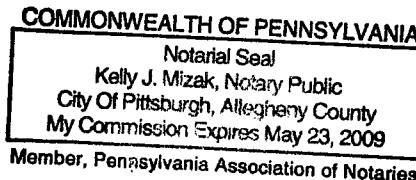
Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 9 day of January 2007.

  
Notary Public

My Commission Expires:

BF 256100



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendants.

CIVIL DIVISION

No. 05-649-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

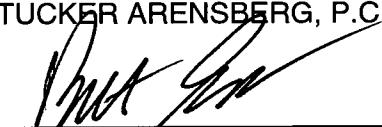
PNC BANK, NATIONAL ) CIVIL DIVISION  
ASSOCIATION, )  
Plaintiff, ) No. 05-649-CD  
vs. )  
JOHN J. LOWE, )  
Defendants. )

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

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

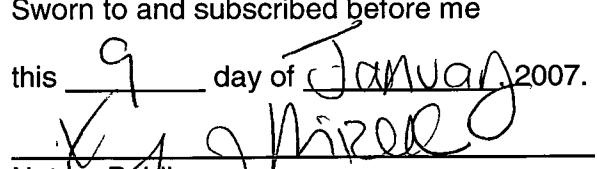
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendant, John J. Lowe, is 118 Wood Street, Elderton, Pennsylvania 15736

TUCKER ARENSBERG, P.C.

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

Sworn to and subscribed before me

this 9 day of January, 2007.

  
Notary Public  
My Commission Expires:

BF 256100

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Kelly J. Mizak, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 23, 2009	
Member, Pennsylvania Association of Notaries	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 and Rule 3257

PNC BANK, NATIONAL ASSOCIATION

VS

JOHN J. LOWE,

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CURWENSVILLE, BEING MORE FULLY DESCRIBED AT DBV 1016, PAGE 151.

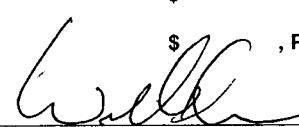
HAVING ERECTED THEREON A DWELLING KNOWN AS 306 S PINE STREET, CURWENSVILLE, PA 16833.

TAX PARCEL I.D. NO. 6-1-H10-279-42.

Amount Due	\$ 27,803.36
Interest from 9/1/05 to 2/28/07	\$ 2,240.35
Late Charges from 9/05 to 2/07	\$ 360.00
Attorney's Fees and Costs	\$ <u>433.97</u>
SUB TOTAL	\$ 30,837.68
Additional Interest to Sale Date	\$ <span style="float: right;">Prothonotary costs 7125.00</span>
Additional Late Charges to Sale Date	\$
TOTAL	\$ <span style="float: right;">, Plus Fees and Costs as Endorsed</span>

Dated JAN. 19, 2007

(SEAL)

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By:

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

JOHN J. LOWE,

Defendant.

CIVIL DIVISION

649  
No. 05-469-CD

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

Filed on behalf of PNC BANK,  
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

**SALE DATE: April 13, 2007**

FILED NOCC  
m 11:03 AM  
FEB 26 2007  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 05-469-CD  
)  
vs. )  
)  
JOHN J. LOWE, )  
)  
Defendant. )

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

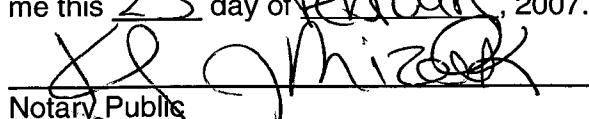
The undersigned does hereby certify that service of the Notice of Sale was completed on Defendant, John J. Lowe, on February 9, 2007 by sending said Notice to Defendant via certified mail to her last known addresses of 118 Wood Street, P.O. Box 110, Elderton, Pennsylvania 15736. A copy of the Certified Mail Receipt (PS Form 3811) is attached hereto as Exhibit "A".

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by First Class Mail to all Lien Creditors and Parties of Interest on February 20, 2007, as evidenced by P.S. Form 3817 attached hereto as Exhibit "B".



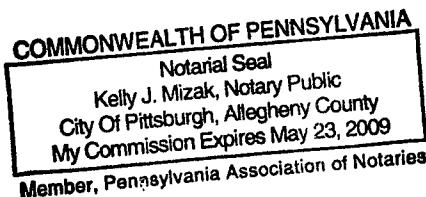
Brett A. Solomon, Esquire

Sworn to and subscribed before  
me this 23 day of February, 2007.

  
Notary Public

My Commission Expires:

BF 294470



U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
Priority Mail Only. No Insurance. Check for Postage.	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
<i>MAIL</i> <b>Postage</b> <b>Certified Fee</b> <b>Return Receipt Fee (Endorsement Required)</b> <b>Restricted Delivery Fee (Endorsement Required)</b> <b>Total Postage &amp; Fees</b>	• 39
	2.40
	1.85
	4.64
	69
	Postmark Here
<i>0011-121768</i>	
Sent to: John J. Lowe Street, Apt. No. 4 or PO Box No. City, State, Zip Code Elderton, PA 15736	

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		<input type="checkbox"/> Signature <input checked="" type="checkbox"/> John J. Lowe <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  John J. Lowe 118 Wood Street P Elderton, PA 15736		B. Received by (Printed Name) <u>John J. Lowe</u> C. Date of Delivery <u>2/9/07</u>  D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <u>PO Box 110</u> <u>ELDERTON PA 15736</u>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number 7005 1820 0000 3893 8822  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt 102595-02-M-1540 : 2011-131768

Name and Address of Sender	Indicate Type of Mail: Registered Insured COD Certified	Indicate Type of Mail: Return Receipt for merchandise Intl Recorded Express Mail	Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill. <i>Postmark and Date of Receipt</i>								
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee	Remote
1		Clearfield County Treasurer Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.39	.30								
2		Clearfield County Tax Claim Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.39	.30								
3		Borough of Curwensville, Tax Collector c/o Duane Test P.O. Box 239 Curwensville, PA 16833	.39	.30								
4		Curwensville Area School District c/o Duane Test, Tax Collector P.O. Box 239 Curwensville, PA 16833	.39	.30								
5		Commonwealth of Pennsylvania Department of Revenue P.O. Box 2675 Harrisburg, PA 17105	.39	.30								
6		Clearfield County Domestic Relations Office 230 E. Market Street, Suite 300 Clearfield, PA 16830	.39	.30								
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving Employee)										

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See *Domestic Mail Manual* R900, SG13 and SG21 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20508  
NO: 05-649-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN J. LOWE

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 01/19/2007

LEVY TAKEN 01/29/2007 @ 11:21 AM

POSTED 01/29/2007 @ 11:21 AM

SALE HELD

SOLD TO

WRIT RETURNED 10/17/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

02/21/2007 @ 3:15 PM SERVED JOHN J. LOWE

ARMSTRONG COUNTY SERVED JOHN J. LOWE, DEFENDANT, AT HIS RESIDENCE 118 WOOD STREET, ELDERTON, PENNSYLVANIA BY HANDING TO JOHN J. LOWE

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

@ SERVED

NOW, MARCH 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 13, 2007.

FILED  
01/19/35801  
OCT 17 2007  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20508  
NO: 05-649-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: JOHN J. LOWE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$159.50

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
by Amilia Bitter-Augherland  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
P.R.C.P. 3180 TO 3183 and Rule 3257

PNC BANK, NATIONAL ASSOCIATION

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

) VS

) No. 05-649-CD

JOHN J. LOWE,

) No. \_\_\_\_\_

) No. \_\_\_\_\_

) W<sup>R</sup>IT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield:

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

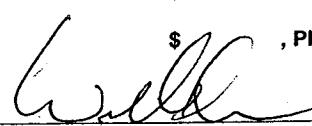
**ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE BOROUGH OF CURWENSVILLE, BEING MORE FULLY DESCRIBED AT DBV 1016, PAGE 151.**

**HAVING ERECTED THEREON A DWELLING KNOWN AS 306 S PINE STREET, CURWENSVILLE, PA 16833.**

**TAX PARCEL I.D. NO. 6-1-H10-279-42.**

Amount Due	\$ 27,803.36
Interest from 9/1/05 to 2/28/07	\$ 2,240.35
Late Charges from 9/05 to 2/07	\$ 360.00
Attorney's Fees and Costs	<u>\$ 433.97</u>
<b>SUB TOTAL</b>	<b>\$ 30,837.68</b>
Additional Interest to Sale Date	\$
Additional Late Charges to Sale Date	\$
<b>TOTAL</b>	<b>\$</b> , Plus Fees and Costs as Endorsed

**Prothonotary costs**  
*\$ 125.00*

  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Dated JAN. 19, 2007

(SEAL)

By:

Deputy

*Received January 19, 2007 @ 3:00 P.M.  
Chester A. Matthews  
by Cynthia Butter-Augustine*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	No. 05-649-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
JOHN J. LOWE,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

**LEGAL DESCRIPTION OF REAL ESTATE**

All that certain lot or piece of ground situated in the Borough of Curwensville, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the west side of Pine Street 125 feet from south of the Alley, in the rear of the property now or formerly of Christian Church, formerly the G. C. Jenkins property; thence south 31-1/4 degrees west 36 feet to a post; thence southeast by line of road or street 42-5/10 feet to a post; thence south 58-3/4 degrees east, 150 feet to a post on Pine Street; thence northward, by Pine Street, 50 feet to a post and place of beginning.

BEING subject to various right-of-ways and exceptions in the chain of title.

BEING the same premises conveyed to Dorothy C. Johnson by deed dated September 12, 1980 from Wigi Deluccia and Carmen Deluccia, recorded at the Clearfield County Courthouse.

The above property subsequent to the conveyance to Wigi Deluccia and Carmen Deluccia was surveyed by Lawrence P. Opalisky and description as surveyed is as follows:

ALL that certain piece or parcel of land situated in the Borough of Curwensville, County of Clearfield, and State of Pennsylvania, being bounded and described as follows:

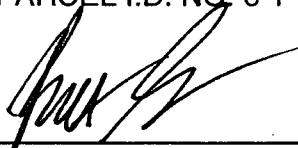
BEGINNING at an iron pipe on Pine Street; thence north 31 degrees, 15 minutes east along Pine Street a distance of 50 feet to a nail in Macadam on Pine Street; thence along land now or formerly owned by V. Deluccia north 58 degrees, 45 minutes west, a distance of 190 feet to an iron pipe on an unopened alley; thence along the unopened alley south 31 degrees, 15 minutes west, a distance of 19.2 feet to an iron pipe; thence along the property which is now or formerly the Penn Central Railroad right-of-way, south 34 degrees, 42 minutes east, a distance of 75.6 feet to an iron pipe; thence along property now or formerly owned by W. Deluccia south 58 degrees, 45 minutes east, a distance of 121 feet to an iron pipe on Pine Street and place of beginning.

The description in this deed for the property being conveyed is set out as described in the deed dated January 17, 1946 from L. L. Bloom to Wigi Deluccia and Carmen Deluccia, recorded in Deed Book 737, Page 345 and also as determined by the survey of the property made by Lawrence P. Opalisky.

HAVING ERECTED THEREON a dwelling known as 306 S. Pine Street, Curwensville, Pennsylvania 16833.

BEING the same premises which vested in John J. Lowe and Joyce L. Lowe by deed from The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, dated May 14, 1985 said Deed being recorded at Clearfield County June 5, 1985 in Deed Book Volume 1016, Page 151. The said Joyce L. Lowe having died on September 6, 1996, all title in this property vested in John J. Lowe.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 6-1-H10-279-42.



---

Brett A. Solomon, Esquire

BF 256100

## REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME JOHN J. LOWE NO. 05-649-CD

NOW, October 16, 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 , I exposed the within described real estate of John J. Lowe to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	27,803.36
MILEAGE		INTEREST @	0.00
LEVY	15.00	FROM TO	
MILEAGE	5.82	ATTORNEY FEES	
POSTING	15.00	PROTH SATISFACTION	
CSDS	10.00	LATE CHARGES AND FEES	360.00
COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE	4.68	FORECLOSURE FEES	
HANDBILLS	15.00	ATTORNEY COMMISSION	433.97
DISTRIBUTION	25.00	REFUND OF ADVANCE	
ADVERTISING	15.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	2,240.35
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$30,857.68
RETURNS/DEPUTIZE	9.00		
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	158.50
BILLING/PHONE/FAX	10.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$159.50</b>	LIEN SEARCH	
		ACKNOWLEDGEMENT	
<b>DEED COSTS:</b>		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	159.50
REGISTER & RECORDER		LEGAL JOURNAL COSTS	144.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$587.00</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

SHERIFF'S RETURN - REGULAR

CASE NO: 2005-00649 T

COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF Armstrong County

PNC BANK NATIONAL ASSOC

VS

JOHN J LOWE

ALAN D TARR, Sheriff or Deputy Sheriff of Armstrong County, Pennsylvania, who being duly sworn according to law, says, the within NOTICE OF SHERIFF'S SALE as served upon

LOWE JOHN J the

DEFENDANT, at 0015:15 Hour, on the 21st day of February, 2007 at 118 WOOD STREET

ELDERTON, PA 15736, Armstrong County Pennsylvania, by handing to JOHN J LOWE

a true and attested copy of the

NOTICE OF SHERIFF'S SALE ;

OF REAL ESTATE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	9.00
Service	9.00
Affidavit	5.00
Surcharge	.00

14.00

37.00 02/13/2007

TUCKER ARENSBERG PC

So answers:

  
Larry Crawford, Sheriff

By

  
Deputy Sheriff

Sworn and subscribed to before me

this 23rd day of February, 2007 A.D.                   

Patty J. Kreider

Notary

NOTARIAL SEAL  
PATTY J. KREIDER, NOTARY PUBLIC  
KITTANNING BORO., ARMSTRONG COUNTY  
MY COMMISSION EXPIRES OCT. 11, 2008

Case No 2005-00649 T  
PNC BANK NATIONAL ASSOC (VS) JOHN J LOWE

Date  
Filed

5/31/05 COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND, FILED.  
TIME STAMPED 11:34 AM. RECEIVED FROM CLEARFIELD COUNTY SHERIFF'S  
OFFICE.

6/03/05 AT 1:25 PM, DEPUTY ALAN D TARR SERVED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE UPON THE DEFENDANT, JOHN J LOWE, BY  
PERSONALLY HANDING TO HELEN LOWE, ADULT PERSON IN CHARGE-WIFE,  
AT 118 WOOD STREET, ELDERTON, ARMSTRONG COUNTY, PENNSYLVANIA,  
A TRUE AND ATTESTED COPY OF SAID COMPLAINT IN MORTGAGE FORECLOSURE  
AND INFORMED HER OF THE CONTENTS THEREIN.

6/06/05 RETURNED TO CLEARFIELD COUNTY SHERIFF'S OFFICE.  
COPY SENT FOR ATTORNEY WITH REFUND OF \$17.50.  
SO ANSWERS LARRY R CRAWFORD, SHERIFF.

6/06/05 SHERIFF'S FILE RETURNED TO PROTHONOTARY'S OFFICE, FILED.  
Case Type: COMP IN MORTG. FORE Ret Type.: Regular  
Litigant.: LOWE JOHN J  
Address.: 118 WOOD STREET  
Cty/St/Zp: ELDERTON, PA 15736  
Hnd To: HELEN LOWE APIC-WIFE  
Shf/Dpty.: ALAN D TARR  
Date/Time: 06/03/2005 0013:25  
Costs....: \$32.50 Pd By: TUCKER ARENSBERG PC 05/31/2005

2/12/07 NOTICE OF SHERIFF'S SALE OF REAL ESTATE TIME STAMPED 1:54 PM.  
RECEIVED FROM CLEARFIELD COUNTY SHERIFF'S OFFICE.

2/21/07 AT 3:15 PM, DEPUTY ALAN D TARR SERVED THE WITHIN NOTICE OF  
SHERIFF'S SALE OF REAL ESTATE UPON THE DEFENDANT, JOHN J LOWE,  
BY PERSONALLY HANDING TO HIM, AT 118 WOOD STREET, ELDERTON,  
ARMSTRONG COUNTY, PENNSYLVANIA, A TRUE AND ATTESTED COPY OF NOTICE  
OF SHERIFF'S SALE OF REAL ESTATE AND INFORMED HIM OF THE CONTENTS  
THEREIN.

2/22/07 RETURNED TO CLEARFIELD COUNTY SHERIFF'S OFFICE.  
COPY SENT FOR ATTORNEY WITH REFUND OF \$13.00.  
SO ANSWERS LARRY R CRAWFORD, SHERIFF.



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

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20508

TERM & NO. 05-649-CD

PNC BANK, NATIONAL ASSOCIATION  
vs.  
JOHN J. LOWE

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

**SERVE BY: FEB.28, 2007**

**MAKE REFUND PAYABLE TO  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JOHN J. LOWE

**ADDRESS:** 118 WOOD STREET  
ELDERTON, PA 15736

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 ARMSTRONG COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Friday, February 9, 2007.

RESPECTFULLY,

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

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



Michael C. Mazack 412-594-5506  
mmazack@tuckerlaw.com

March 27, 2007

**VIA FACSIMILE AT (814) 765-5916**

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

Re: PNC Bank, National Association v. John J. Lowe  
Case No. 05-649-CD

Dear Cindy:

Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. This letter shall serve to memorialize our request to stay the sheriff sale that is currently scheduled for the April 13, 2007 sale date.

Our client has not realized any money in relation to this writ.

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

Very truly yours,

TUCKER ARENSBERG, P.C.

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

Michael C. Mazack, Paralegal

/mcm

BF 296850