

05-818-CD  
First Comm. vs. W. Miller et al

2005-818-CD  
First Comm Bank et al. vs. Wesley Miller et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
d/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

Case No. 05-818-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
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:

511 S. Main Street  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-5-10-2764

Timothy Krieger

Timothy A. Krieger, Esquire  
Angela M. Sheffler, Esquire  
Attorneys for Plaintiff

FILED *Atty pd.*  
*7-11-2005* *85.00*  
JUN 09 2005 *2CC Shff*

William A. Shaw  
Prothonotary/Clerk of Courts

8-03-2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for Service.

W.A. Shaw GK  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, 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, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Wesley N. Miller and Kimberly M. Miller ("Borrowers"), are adult individuals whose last known address is 511 S. Main Street, DuBois, Pennsylvania 15801.
3. On or about June 20, 1997, Borrowers executed and delivered a Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$56,800.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated June 20, 1997 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security

interest in certain real property located in the 5<sup>th</sup> Ward, City of DuBois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at MBV 1852, page 245. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrowers on the Note and Mortgage was on November 25, 2002, resulting in Borrowers remaining due and owing on the Note and Mortgage for November 1, 2002, and all subsequent payments to date.

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

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

8. On or about March 11, 2005, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

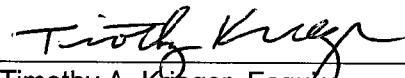
9. The amount due Bank under the Note and Mortgage as of March 10, 2005 is as follows:

Principal.....	\$ 51,062.30
Interest through March 10, 2005 .....	10,744.93
(per diem \$11.71)	
Late Fees .....	1,069.32
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$ 62,876.55

10. The total amount now due to the Bank under the Note and Mortgage as of March 10, 2005 was Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus interest accruing from March 10, 2005 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus continuing interest at the contract rate from March 10, 2005, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



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Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 98055  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

248336.1:BF  
11555-119962

## NOTE

June 20, 1997

DuBois, Pennsylvania

511 S MAIN ST, DUBOIS, Pennsylvania, 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$56,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.950%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on August 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$509.22.

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

## (C) Notice of Default

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

## (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

EXHIBIT

A

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3200 12/83

RECEIVED TIME APR. 13. 1:14PM

PRINT TIME APR. 13. 1:22PM

06-20-1987  
Loan NoNOTE  
(Continued)

Page 2

## 10. UNIFORM SECURED NOTE

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

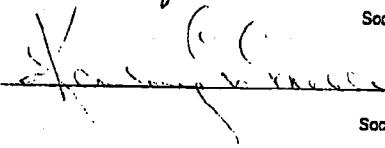
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may,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

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

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



(Seal)

WESLEY N MILLER-Borrower  
Social Security Number - 189-44-0371


(Seal)

KIMBERLY M MILLER-Borrower  
Social Security Number - 172-54-9357


(Seal)

Social Security Number - \_\_\_\_\_  
-Borrower

[Sign Original Only]

VOL 1852 PAGE 245

## RECORDATION REQUESTED BY:

Deposit Bank  
 2 East Long Avenue  
 PO Box 607A  
 DuBois, PA 15801

## WHEN RECORDED MAIL TO:

## SEND TAX NOTICES TO:

WESLEY N MILLER and KIMBERLY M MILLER  
 511 S MAIN ST  
 DUBOIS, PA 15801

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 10:17 AM 6-25-97  
 BY Dawn L. Doherty  
 FEES 15.00  
 Karen L. Stark, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 20, 1997. The mortgagor is WESLEY N MILLER and KIMBERLY M MILLER, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand Eight Hundred & 00/100 Dollars (U.S. \$56,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of 511 S MAIN ST, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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

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

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

EXHIBIT

B

06-20-1997

Loan No.

VOL 1852 PAGE 240 FNMA/FHLMC MORTGAGE  
(Continued)

Page 2 of 4

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

06-20-1997  
Loan NoFNMA/FHLMC MORTGAGE  
(Continued)

VOL 1852 PAGE 247 Page 3 of 4

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

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

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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under prepayment charge under the Note.

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if option, require immediate payment in full of all sums secured by this Security Instrument). However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

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

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

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

06-20-1997  
Loan No

VOL 1852 PAGE 248

FNMA/FHLMC MORTGAGE  
(Continued)

Page 4 of 4

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

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

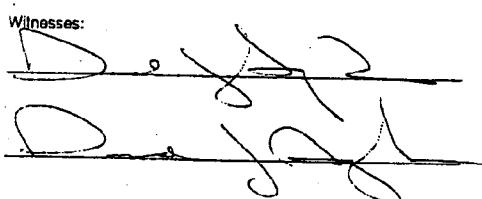
26. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

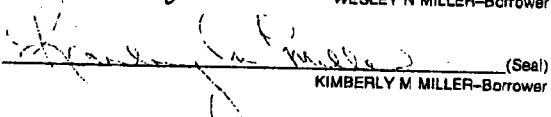
27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

 Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify]

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

Witnesses:



(Seal)  
WESLEY N MILLER-Borrower

(Seal)  
KIMBERLY M MILLER-Borrower

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) 66

COUNTY OF Clearfield)

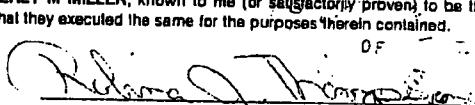
On this, the 20th day of June, 1997, before me Robina J. Thompson, the undersigned Notary Public, personally appeared WESLEY N MILLER and KIMBERLY M MILLER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

**NOTARIAL SEAL**  
Robina J. Thompson, Notary Public  
DuBois, Clearfield County

Fixed Rate (Instrument)

My Commission Expires April 2001

  
Notary Public in and for the State of Pennsylvania

U.S. Pat. &amp; T.M. Off., Ver. 3.23 (c) 1997 CFI ProServices, Inc. All rights reserved. (PA-G2034285.LN R12.OVL)

VOL 1852 PAGE 249

EXHIBIT "A"  
WESLEY N. MILLER and KIMBERLY M. MILLER

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

BEING known as Lot No. 2 as per McClelland and Barlow Addition to DuBois Borough, and bounded on the West by Main Street; on the South by Lot No. 3; on the East by an alley; and on the North by Lot No. 1 of said McClelland and Barlow Addition, and being 50 feet wide on Main Street and said Alley, and 150 feet deep. There is erected thereon a dwelling house known and numbered as 511 South Main Street.

Do you CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Entered of Record *June 25 1997, 12:17 pm* Karen L. Starck, Record.

Date: 03/11/05

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 HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Wesley N. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

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 HOMWOWNER'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.

EXHIBIT

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**- The MORTGAGE debt held by the above lender on your property located at:  
511 S. Main St. DuBois, Pa. 15801  
IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:   \$ 10,744.93 in past due interest, and \$ 2,953.13 in past due principal \_\_\_\_\_  
Other charges ( explain/itemize):   \$ 1,069.32 in late fees \_\_\_\_\_  
TOTAL AMOUNT PAST DUE:   \$ 14,767.38 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must 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   \$ 14,767.38   PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

: TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

: TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

: TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR)

: TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

: TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

: TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5113

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Mr. Wesley N. Miller  
511 S. Main St.  
Dubois, Pa. 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?**

Yes  
If YES, enter delivery address below:  No

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service label)

7004 0550 0000 3481 9680

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



U.S. Postal Service™ <b>CERTIFIED MAIL® RECEIPT</b> (Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at: <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To Mr. Wesley N. Miller 511 S. Main St. Dubois, Pa. 15801	
Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

Date: 03/11/05

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HOMEOWNER'S NAME(S): Kimberly M. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**- The MORTGAGE debt held by the above lender on your property located at:  
511 S. Main St. DuBois, Pa. 15801  
IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: \$ 10,744.93 in past due interest, and \$ 2,953.13 in past due principal \_\_\_\_\_  
Other charges ( explain/itemize): \$ 1,069.32 in late fees \_\_\_\_\_  
TOTAL AMOUNT PAST DUE: \$ 14,767.38 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must 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 \$ 14,767.38 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

*Mrs. Kimberly M. Miller  
515. Main St.  
Dubois, Pa. 15801*

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**  Yes**2. Article Number**

(Transfer from service label) **7004 0550 0000 3481 9673**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

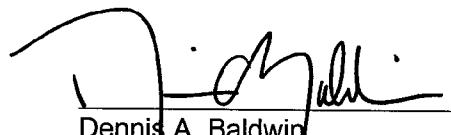
 <b>CERTIFIED MAIL</b>	<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	<b>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></b> <b>OFFICIAL USE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center; padding: 2px;">Postage</td> <td style="width: 10%; text-align: center; padding: 2px;">\$</td> <td rowspan="4" style="width: 80%; text-align: center; vertical-align: middle; padding: 2px;">Postmark Here</td> </tr> <tr> <td style="text-align: center; padding: 2px;">Certified Fee</td> <td style="text-align: center; padding: 2px;">\$</td> </tr> <tr> <td style="text-align: center; padding: 2px;">Return Receipt Fee (Endorsement Required)</td> <td style="text-align: center; padding: 2px;">\$</td> </tr> <tr> <td style="text-align: center; padding: 2px;">Restricted Delivery Fee (Endorsement Required)</td> <td style="text-align: center; padding: 2px;">\$</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">Total Postage &amp; Fees</td> <td style="text-align: center; padding: 2px;">\$</td> </tr> </table> <p style="margin-top: 5px; border: 1px solid black; padding: 2px;"> <i>Sent To: Mrs. Kimberly M. Miller Street, Apt. No., or PO Box No. 515. Main St. City, State, ZIP: Dubois, Pa. 15801</i> </p>	Postage	\$	Postmark Here	Certified Fee	\$	Return Receipt Fee (Endorsement Required)	\$	Restricted Delivery Fee (Endorsement Required)	\$	Total Postage & Fees		\$
Postage	\$	Postmark Here												
Certified Fee	\$													
Return Receipt Fee (Endorsement Required)	\$													
Restricted Delivery Fee (Endorsement Required)	\$													
Total Postage & Fees		\$												

PS Form 3800, June 2002

See reverse for instructions

**VERIFICATION**

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby 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. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

248336.1:BF  
11555-122531

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

Service # 1 of 2 Services

**Sheriff Docket # 100536**

**FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK**

**Case # 05-818-CD**

vs.

**WESLEY N. MILLER and KIMBERLY M. MILLER**

**SHERIFF RETURNS**

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WESLEY N. MILLER, DEFENDANT. 511 S. MAIN ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

*cr* FILED  
04:00 AM  
JUL 15 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

**Sheriff Docket # 100536**

**FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK**

**Case # 05-818-CD**

vs.

**WESLEY N. MILER and KIMBERLY M. MILLER**

**SHERIFF RETURNS**

NOW July 15, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KIMBERLY M. MILLER, DEFENDANT. 511 S. MAIN ST., DUBOIS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100536  
NO: 05-818-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK  
vs.

DEFENDANT: WESLEY N. MILER and KIMBERLY M. MILLER

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	275777	20.00
SHERIFF HAWKINS	ARENSBERG	275778	40.39

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
d/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

Case No. 05-818-CJ

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
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:

511 S. Main Street  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-5-10-2764

Timothy Krieger

Timothy A. Krieger, Esquire  
Angela M. Sheffler, Esquire  
Attorneys for Plaintiff

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 09 2005

Attest.

John B. Krieger  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
WESLEY N. MILLER and KIMBERLY M. MILLER,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, 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, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Wesley N. Miller and Kimberly M. Miller ("Borrowers"), are adult individuals whose last known address is 511 S. Main Street, DuBois, Pennsylvania 15801.
3. On or about June 20, 1997, Borrowers executed and delivered a Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$56,800.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated June 20, 1997 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security

interest in certain real property located in the 5<sup>th</sup> Ward, City of DuBois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at MBV 1852, page 245. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrowers on the Note and Mortgage was on November 25, 2002, resulting in Borrowers remaining due and owing on the Note and Mortgage for November 1, 2002, and all subsequent payments to date.

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

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

8. On or about March 11, 2005, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of March 10, 2005 is as follows:

Principal.....	\$ 51,062.30
Interest through March 10, 2005 .....	10,744.93
(per diem \$11.71)	
Late Fees .....	1,069.32
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$ 62,876.55

10. The total amount now due to the Bank under the Note and Mortgage as of March 10, 2005 was Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus interest accruing from March 10, 2005 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus continuing interest at the contract rate from March 10, 2005, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

*Timothy Krieger*

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 98055  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

248336.1:BF  
11555-119962

## NOTE

June 20, 1997

DuBois, Pennsylvania

511 S MAIN ST, DUBOIS, Pennsylvania, 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$56,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.950%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on August 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$509.22.

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

## (C) Notice of Default

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

## (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

EXHIBIT

A

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

RECEIVED TIME APR. 13. 1:14PM

PRINT TIME APR. 13. 1:22PM

Form 3200 12/83

06-20-1997

Loan No

NOTE  
(Continued)

Page 2

## 10. UNIFORM SECURED NOTE

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

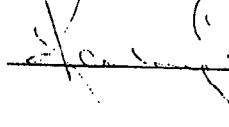
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may,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

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

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



(Seal)

WESLEY N MILLER-Borrower  
Social Security Number - 189-44-0371


(Seal)

KIMBERLY M MILLER-Borrower  
Social Security Number - 172-54-9357

\_\_\_\_\_  
Social Security Number - \_\_\_\_\_  
-Borrower

[Sign Original Only]

VOL 1852 PAGE 245

## RECORDATION REQUESTED BY:

Deposit Bank  
2 East Long Avenue  
PO Box 607A  
DuBois, PA 15801

## WHEN RECORDED MAIL TO:

## SEND TAX NOTICES TO:

WESLEY N MILLER and KIMBERLY M MILLER  
611 S MAIN ST  
DUBOIS, PA 15801

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:17p-6-25-97  
BY Debbie L. Hark  
FEES 15.00  
Karen L. Hark, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 20, 1997. The mortgagor is WESLEY N MILLER and KIMBERLY M MILLER, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes the principal sum of Fifty Six Thousand Eight Hundred & 00/100 Dollars (U.S. \$56,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of 511 S MAIN ST, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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

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

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

EXHIBIT

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06-20-1997

Loan No

VOL 1852 PAGE 240 FNMA/FHLMC MORTGAGE  
(Continued)

Page 2 of 4

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall agree to the merger in writing.

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

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

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

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

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

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

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

06-20-1997  
Loan NoFNMA/FHLMC MORTGAGE  
(Continued)

VOL 1852 PAGE 247 Page 3 of 4

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

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

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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under prepayment charge under the Note.

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

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

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

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

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

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

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

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

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

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

06-20-1997 VOL 1852 PAGE 248 FNMA/FHLMC MORTGAGE  
 Loan No. (Continued)

Page 4 of 4

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

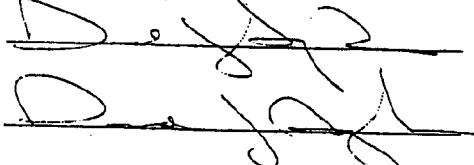
Rate Improvement Rider

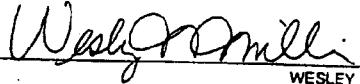
Second Home Rider

Other(s) [specify]

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

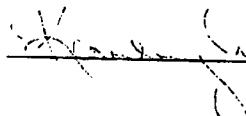
Witnesses:





(Seal)

WESLEY N MILLER-Borrower



(Seal)

KIMBERLY M MILLER-Borrower

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) 66

COUNTY OF Clearfield)

On this, the 20th day of June, 1997, before me Robina J. Thompson, the undersigned Notary Public, personally appeared WESLEY N MILLER and KIMBERLY M MILLER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

D.F.

<b>NOTARIAL SEAL</b>	
Robina J. Thompson, Notary Public	
DuBois, Clearfield County	
My Commission Expires April 2000	

Notary Public in and for the State of Pennsylvania

Fixed Rate, 14.5% APR, 120 months, U.S. Pat. & T.M. Off., Ver. 3.33 (c) 1997 CFI ProServices, Inc. All rights reserved. (PA-02034285.LNR12.OVL)

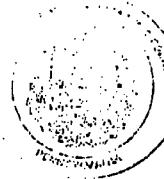
VOL 1852 PAGE 249

EXHIBIT "A"  
WESLEY N. MILLER and KIMBERLY M. MILLER

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

BEING known as Lot No. 2 as per McClelland and Barlow Addition to DuBois Borough, and bounded on the West by Main Street; on the South by Lot No. 3; on the East by an alley; and on the North by Lot No. 1 of said McClelland and Barlow Addition, and being 50 feet wide on Main Street and said Alley, and 150 feet deep. There is erected thereon a dwelling house known and numbered as 511 South Main Street.

Do you CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Entered of Record *June 25 1997 12:17 pm* Karen L. Starck, Recorder

Date: 03/11/05

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 HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Wesley N. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

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 HOMWOWNER'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.

EXHIBIT

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**- The MORTGAGE debt held by the above lender on your property located at:  
511 S. Main St. DuBois, Pa. 15801

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:   \$ 10,744.93 in past due interest, and \$ 2,953.13 in past due principal \_\_\_\_\_  
Other charges ( explain/itemize):   \$ 1,069.32 in late fees \_\_\_\_\_  
TOTAL AMOUNT PAST DUE:   \$ 14,767.38 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must 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   \$ 14,767.38 \_\_\_\_, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5113

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Mr. Wesley N. Miller  
511 S. Main St.  
Dubois, Pa. 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

(Transfer from service label)

7004 0550 0000 3481 9680

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT (Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To: <b>Mr. Wesley N. Miller</b> Street, Apt. No. or PO Box No. City, State, ZIP+4 <b>511 S. Main St. Dubois, Pa. 15801</b>	
See Reverse for Instructions	

PS Form 3800, June 2002

Date: 03/11/05

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 HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Kimberly M. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

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 HOMWOWNER'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 **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 agency 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.

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

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

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**TOTAL AMOUNT PAST DUE:**   \$ 14,767.38

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Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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- : TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5119

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Mrs. Kimberly M. Miller  
5115. Main St.  
Dubois, PA. 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article Number**

(Transfer from service label)

7004 0550 0000 3481 9673

PS Form 3811, February 2004

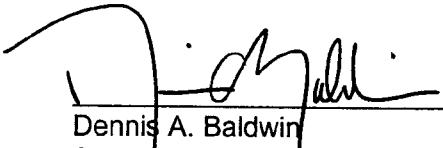
Domestic Return Receipt

102595-02-M-1540

 <b>CERTIFIED MAIL</b>	<small>PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE NEW ADDRESS, FOLD A DOTTED LINE</small>	<p style="text-align: center;"><b>U.S. Postal Service</b>  <b>CERTIFIED MAIL™ RECEIPT</b>  <i>(Domestic Mail Only; No Insurance Coverage Provided)</i></p> <p style="text-align: center;">For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td colspan="2" style="padding: 2px;"><b>OFFICIAL USE</b></td> </tr> <tr> <td style="width: 15%;">Postage</td> <td style="width: 15%;">\$</td> <td rowspan="5" style="width: 10%; vertical-align: middle; text-align: center;"> Postmark Here </td> </tr> <tr> <td colspan="2" style="height: 15px;"></td> </tr> <tr> <td style="border-top: 1px solid black;">Certified Fee</td> <td style="border-top: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="height: 15px;"></td> </tr> <tr> <td style="border-top: 1px solid black;">Return Recipient Fee (Endorsement Required)</td> <td style="border-top: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="height: 15px;"></td> </tr> <tr> <td style="border-top: 1px solid black;">Restricted Delivery Fee (Endorsement Required)</td> <td style="border-top: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="height: 15px;"></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">Total Postage &amp; Fees</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$</td> </tr> </table> <p style="text-align: center; font-size: small;">Sent To: <i>Mrs. Kimberly M. Miller</i></p> <p style="text-align: center; font-size: small;">Street, Apt. No.: or PO Box No.: <i>5115. Main St.</i></p> <p style="text-align: center; font-size: small;">City, State, Zip: <i>Dubois, PA. 15801</i></p> <p style="text-align: center; font-size: small;">PS Form 3800, June 2002</p> <p style="text-align: right; font-size: small;">See Reverse for Instructions</p>	<b>OFFICIAL USE</b>		Postage	\$	Postmark Here			Certified Fee				Return Recipient Fee (Endorsement Required)				Restricted Delivery Fee (Endorsement Required)				Total Postage & Fees	\$
<b>OFFICIAL USE</b>																							
Postage	\$	Postmark Here																					
Certified Fee																							
Return Recipient Fee (Endorsement Required)																							
Restricted Delivery Fee (Endorsement Required)																							
Total Postage & Fees	\$																						

**VERIFICATION**

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby 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. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

248336.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
d/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

Case No. 05-818-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
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:

511 S. Main Street  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-5-10-2764

Timothy Krieger  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela M. Sheffler, Esquire  
Attorneys for Plaintiff

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 09 2005

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
WESLEY N. MILLER and KIMBERLY M. MILLER,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,	)	
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
WESLEY N. MILLER and	)	
KIMBERLY M. MILLER,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES the Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank, 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, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Wesley N. Miller and Kimberly M. Miller ("Borrowers"), are adult individuals whose last known address is 511 S. Main Street, DuBois, Pennsylvania 15801.
3. On or about June 20, 1997, Borrowers executed and delivered a Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$56,800.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated June 20, 1997 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security

interest in certain real property located in the 5<sup>th</sup> Ward, City of DuBois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at MBV 1852, page 245. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrowers on the Note and Mortgage was on November 25, 2002, resulting in Borrowers remaining due and owing on the Note and Mortgage for November 1, 2002, and all subsequent payments to date.

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

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

8. On or about March 11, 2005, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

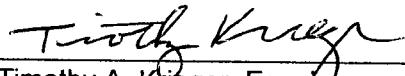
9. The amount due Bank under the Note and Mortgage as of March 10, 2005 is as follows:

Principal.....	\$ 51,062.30
Interest through March 10, 2005.....	10,744.93
(per diem \$11.71)	
Late Fees .....	1,069.32
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$ 62,876.55

10. The total amount now due to the Bank under the Note and Mortgage as of March 10, 2005 was Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus interest accruing from March 10, 2005 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Two Thousand Eight Hundred Seventy-Six and 55/100 Dollars (\$62,876.55), plus continuing interest at the contract rate from March 10, 2005, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 98055  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

248336.1:BF  
11555-119962

## NOTE

June 20, 1997

DuBois, Pennsylvania

511 S MAIN ST, DUBOIS, Pennsylvania, 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$56,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.950%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on August 1, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$509.22.

## 4. BORROWER'S RIGHT TO PREPAY

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

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

## 5. LOAN CHARGES

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

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

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

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

## (C) Notice of Default

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

## (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

EXHIBIT

tabbed

A

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3200 12/83

RECEIVED TIME APR. 13. 1:14PM

PRINT TIME APR. 13. 1:22PM

06-20-1997  
Loan NoNOTE  
(Continued)

Page 2

## 10. UNIFORM SECURED NOTE

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

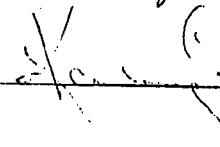
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may,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

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

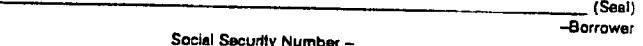
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



(Seal)

WESLEY N MILLER-Borrower  
Social Security Number - 189-44-0371


(Seal)

KIMBERLY M MILLER-Borrower  
Social Security Number - 172-54-9357

  
(Seal)  
Social Security Number - \_\_\_\_\_  
-Borrower

[Sign Original Only]

VOL 1852 PAGE 245

## RECORDATION REQUESTED BY:

Deposit Bank  
 2 East Long Avenue  
 PO Box 607A  
 DuBois, PA 15801

## WHEN RECORDED MAIL TO:

## SEND TAX NOTICES TO:

WESLEY N MILLER and KIMBERLY M MILLER  
 511 S MAIN ST  
 DUBOIS, PA 15801

CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 11:17 a.m. 6-25-97  
 BY Daniel J. Dugan  
 FEES 15.00  
 Karen L. Tardick, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 20, 1997. The mortgagor is WESLEY N MILLER and KIMBERLY M MILLER, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand Eight Hundred & 00/100 Dollars (U.S. \$56,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See Exhibit "A"

which has the address of 511 S MAIN ST, DUBOIS, Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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

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

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

EXHIBIT

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06-20-1997

Loan No

VOL 1852 PAGE 240 FNMA/FHLMC MORTGAGE  
(Continued)

Page 2 of 4

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

06-20-1997  
Loan NoFNMA/FHLMC MORTGAGE  
(Continued)

VOL 1852, PAGE 247 Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

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

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

06-20-1997 VOL 1852 PG 248 FNMA/FHLMC MORTGAGE  
Loan No. (Continued)

Page 4 of 4

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

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

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

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

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

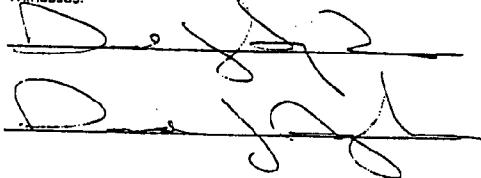
Rate Improvement Rider

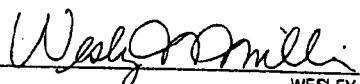
Second Home Rider

Other(s) [specify]

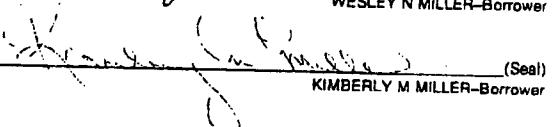
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:





(Seal)  
WESLEY N MILLER-Borrower



(Seal)  
KIMBERLY M MILLER-Borrower

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)

) 66

COUNTY OF Clearfield)

On this, the 20th day of June, 1997, before me Robina J. Thompson, the undersigned Notary Public, personally appeared WESLEY N MILLER and KIMBERLY M MILLER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

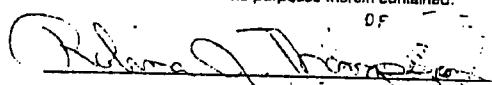
#### NOTARIAL SEAL

Robina J. Thompson, Notary Public  
DuBois, Clearfield County

Fixed Rate 111/4% APR Commission Expires April 2000

Notary Public in and for the State of Pennsylvania

O.F.



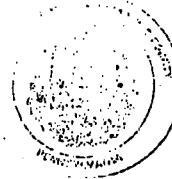
VOL 1852 PAGE 249

EXHIBIT "A"  
WESLEY N. MILLER and KIMBERLY M. MILLER

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

BEING known as Lot No. 2 as per McClelland and Barlow Addition to DuBois Borough, and bounded on the West by Main Street; on the South by Lot No. 3; on the East by an alley; and on the North by Lot No. 1 of said McClelland and Barlow Addition, and being 50 feet wide on Main Street and said Alley, and 150 feet deep. There is erected thereon a dwelling house known and numbered as 511 South Main Street.

Do you CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

Entered of Record June 25 1997, 12:17 pm Karen L. Starck, Recorder

Date: 03/11/05

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 HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Wesley N. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

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 HOMWOWNER'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.

EXHIBIT

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at:  
511 S. Main St. DuBois, Pa. 15801

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:   \$ 10,744.93 in past due interest, and \$ 2,953.13 in past due principal  
Other charges ( explain/itemize):   \$ 1,069.32 in late fees  
TOTAL AMOUNT PAST DUE:   \$ 14,767.38

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

**HOW TO CURE THE DEFAULT** - You must 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   \$ 14,767.38, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Mr. Wesley N. Miller  
511 S. Main St.  
Dubois, Pa. 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service label)

7004 0550 0000 3481 9680

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



7004 0550 0000 3481 9680  
7004 0550 0000 3481 9680  
7004 0550 0000 3481 9680

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To Mr. Wesley N. Miller 511 S. Main St. Dubois, Pa. 15801	
Postmark Here	
PS Form 3800, June 2002 See Reverse for Instructions	

Date: 03/11/05

ACT 91 Notice  
TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE •

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HOMEOWNER'S NAME(S): Kimberly M. Miller  
PROPERTY ADDRESS: 511 S. Main St. DuBois, Pa. 15801  
LOAN ACCT. NO.: 0310107255  
ORIGINAL LENDER: Deposit bank  
CURRENT LENDER/SERVICER: First Commonwealth

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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: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 **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.**

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at:  
511 S. Main St. DuBois, Pa. 15801

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:   \$ 10,744.93 in past due interest, and \$ 2,953.13 in past due principal.  
Other charges (explain/itemize):   \$ 1,069.32 in late fees  
TOTAL AMOUNT PAST DUE:   \$ 14,767.38

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

HOW TO CURE THE DEFAULT - You must 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 \$ 14,767.38   , PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

*Mrs. Kimberly M. Miller  
5115. Main St.  
Dubois, Pa. 15801*

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**

Agent  
 Addressee

**B. Received by (Printed Name)****C. Date of Delivery**

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

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

(Transfer from service label)

7004 0550 0000 3481 9673

PS Form 3811, February 2004

Domestic Return Receipt

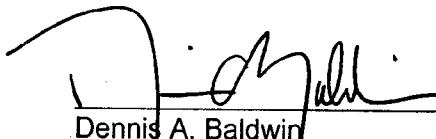
102595-02-M-1540

 <b>CERTIFIED MAIL</b>		<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
		For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>			
 7004 0550 0000 3481 9673 7004 0550 0000 3481 9673	Postage	\$	Postmark Here
	Certified Fee		
	Return Receipt Fee (Endorsement Required)		
	Restricted Delivery Fee (Endorsement Required)		
	Total Postage & Fees	\$	
<i>Mrs. Kimberly M. Miller 5115. Main St. Dubois, Pa. 15801</i>			See Reverse for Instructions

PS Form 3800, June 2002

VERIFICATION

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, do hereby 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. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.



Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

248336.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

No. 05-818-CD

PRAECIPE TO REINSTATE COMPLAINT

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

FILED <sup>60</sup> Atty pd. 7.00  
M 12 07 2005 1cc02 Re-  
AUG 03 2005 INSTATED Comp.  
William A. Shaw <sup>to Shift</sup>  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**PRAECIPE TO REINSTATE COMPLAINT**

TO: PROTHONOTARY

Please reinstate the Complaint in the above-captioned matter.

TUCKER ARENSBERG, P.C.

*Timothy Krieger*  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela M. Sheffler, Esquire  
Pa. I.D. No. 90855  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

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

DOCKET # 100709  
NO: 05-818-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK  
vs.  
DEFENDANT: WESLEY N. MILLER and KIMBERLY M. MILLER

**SHERIFF RETURN**

NOW, August 10, 2005 AT 11:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WESLEY N. MILLER DEFENDANT AT 313 OLIVE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY MILLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
01/07/06  
DEC 19 2005  
*WAS*

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 100709  
NO: 05-818-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK  
vs.

DEFENDANT: WESLEY N. MILLER and KIMBERLY M. MILLER

**SHERIFF RETURN**

NOW, August 10, 2005 AT 11:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KIMBERLY M. MILLER DEFENDANT AT 313 OLIVE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY MILLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100709  
NO: 05-818-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK d/k/a DEPOSIT BANK  
vs.

DEFENDANT: WESLEY N. MILLER and KIMBERLY M. MILLER

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	277526	20.00
SHERIFF HAWKINS	ARENSBERG	277526	39.39

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,  
vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

No. 05-818-CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, f/k/a  
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

FILED No CC  
M 10/4/2006 Atty pd. 20.00  
JAN 09 2006 Notices to Dfs.  
William A. Shaw Statement to  
Prothonotary/Clerk of Courts Atty  
GR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-C  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$67,283.97, 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 .....	\$ 62,876.55
Interest from 03/11/05 through 01/04/06 (per diem \$11.71) .....	3,501.29
Late Fees (5% of \$509.22/mo. pmt. or \$25.46/mo. for months of March through December, 2005) .....	254.60
Legal Fees and Costs through 01/03/06 .....	<u>651.53</u>
<b>TOTAL</b> .....	<b>\$ 67,283.97</b>

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.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank  
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendants: Wesley N. Miller, 313 Olive Avenue, DuBois, PA 15801  
Kimberly M. Miller, 313 Olive Avenue, Dubois, PA 15801

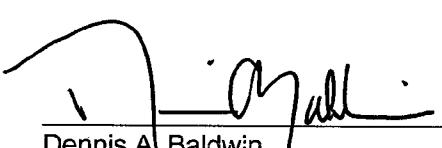
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD-  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

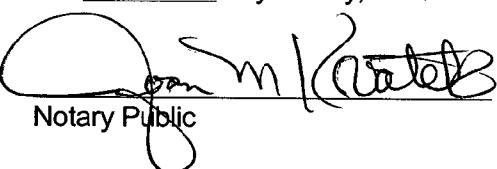
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA ) SS:

I, Dennis A. Baldwin, Special Assets Officer, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Wesley N. Miller and Kimberly M. Miller, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

  
Dennis A. Baldwin  
Special Assets Officer  
First Commonwealth Bank

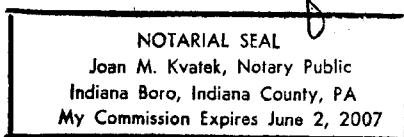
Sworn to and subscribed before me

this 31<sup>st</sup> day of May, 2005.

  
Notary Public

My Commission Expires: June 2, 2007

248336.1:BF/#11555-122531



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, )  
f/k/a DEPOSIT BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. 05 - 818 - CD  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

TO: Wesley N. Miller  
313 Olive Avenue  
DuBois, PA 15801

DATE OF NOTICE: December 21, 2005

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon Defendant, Wesley N. Miller, by depositing same in the United States Mail, first class postage prepaid, on the 21 day of December, 2005 at the following address:

Wesley N. Miller  
313 Olive Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:

Timothy A. Krieger  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire

263952.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, )  
f/k/a DEPOSIT BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. 05 - 818 - CD  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

TO: Kimberly M. Miller  
313 Olive Avenue  
DuBois, PA 15801

DATE OF NOTICE: December 21, 2005

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

TUCKER ARENSBERG, P.C.

By:

*Timothy A. Krieger*  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon Defendant, Kimberly M. Miller, by depositing same in the United States Mail, first class postage prepaid, on the 21 day of December, 2005 at the following address:

Kimberly M. Miller  
313 Olive Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire

263952.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-C△  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

 COPY

**NOTICE OF JUDGMENT**

To: Wesley N. Miller  
313 Olive Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on January 9, 2006, in the amount of **\$67,283.97**, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary, Clearfield County

264849.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CJ  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )



*COPY*

**NOTICE OF JUDGMENT**

To: Kimberly M. Miller  
313 Olive Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on January 9, 2006, in the amount of **\$67,283.97**, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary, Clearfield County

264849.1:BF  
11555-122531

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

First Commonwealth Bank  
f/k/a Deposit Bank  
Plaintiff(s)

No.: 2005-00818-CD

Real Debt: \$67,283.97

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Wesley N. Miller  
Kimberly M. Miller  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 9, 2006

Expires: January 9, 2011

Certified from the record this 9th day of January, 2006.

\_\_\_\_\_  
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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-818-CD

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

PRAECLYPE TO ISSUE  
WRIT OF EXECUTION IN  
MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

511 S. Main Street  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 7-5-10-2764

FILED *Q*

MAR 01 2007

*W/A Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

*I went to*

*Sheriff*  
*W/6 w/6*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

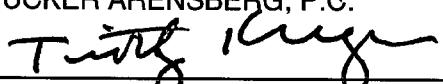
**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

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

Judgment Amount .....	\$ 67,283.97
Interest from 01/05/06 through 02/28/07 (per diem \$11.71).....	4,906.49
Late Charges (5% of \$509.22/mo. pmt. or \$25.46/mo. for months of January 2006 through February 2007).....	356.44
Foreclosure Fees .....	<u>700.00</u>
Sub-total.....	\$ 73,246.90
Additional Interest to Sale Date (to be added by Prothonotary).....	_____
Additional Late Charges to Date of Sale (to be added by Prothonotary) .....	_____
Costs (to be added by the Prothonotary) .....	<u>132.00</u>
Total.....	\$ _____

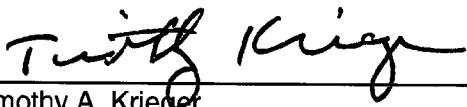
TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

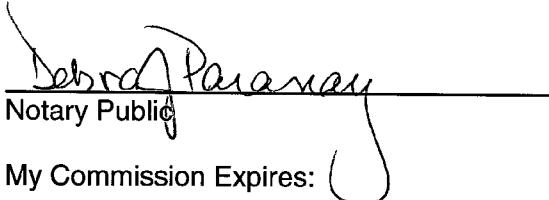
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBELRY M. MILLER, )  
Defendants. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Timothy A. Krieger, Esquire, counsel to First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Wesley N. Miller and Kimberly M. Miller, are not members of the military service of the United States of America to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Timothy A. Krieger

Sworn to and subscribed before me

this 23rd day of February, 2007.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:       

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Debra J. Paranay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293983.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendant.

CIVIL DIVISION

No. 05-818-CD

AFFIDAVIT PURSUANT TO  
PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
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

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-818-CD
	)	
vs.	)	
	)	
WESLEY N. MILLER and KIMBERLY M. MILLER,	)	
	)	
Defendants.	)	

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

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, 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 at 511 S. Main Street, DuBois, Clearfield County, Commonwealth of Pennsylvania:

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

FIRST COMMONWEALTH BANK, c/o f/k/a DEPOSIT BANK	Timothy A. Krieger, Esquire Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, Pennsylvania 15222
CITIFINANCIAL, INC.	77 Beaver Drive DuBois, Pennsylvania 15801
BENEFICIAL CONSUMER DISCOUNT COMPANY, d/b/a BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA	90 Beaver Drive, Suite 114C DuBois, Pennsylvania 15801

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	P. O. Box 289 Clearfield, Pennsylvania 16830
CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 1 North Second Street Clearfield, Pennsylvania 16830
CITY OF DUBOIS	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
DUBOIS AREA SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801
CLEARFIELD COUNTY	c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, Pennsylvania 15801

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	230 E. Market Street Clearfield, Pennsylvania 16830
CAPITAL ONE BANK	6851 Jerichol Turnpike #190 Syosett, New York 11791

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

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

Dated: 2/27/2007

By:

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorney for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

Sworn to and subscribed before me  
this 27th day of February, 2007.

Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	
Member, Pennsylvania Association of Notaries	

293983.1:BF/#11555-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-818-CD

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

AFFIDAVIT OF ACT 6

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

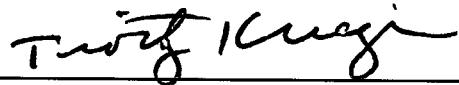
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

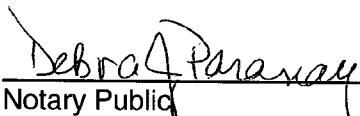
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBELRY M. MILLER, )  
Defendants. )  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

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

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S.  
§403 (Act 6 of 1974), was sent to Defendants on or about March 11, 2005.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Attorney for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

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

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires: 

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Debra J. Paranay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

293983.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

Defendants.

CIVIL DIVISION

No. 05-818-CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

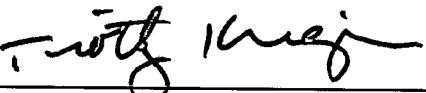
Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

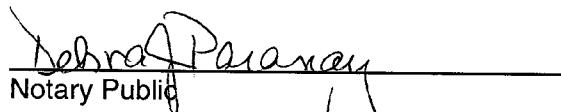
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Timothy A. Krieger, Esquire, who being duly sworn, deposes and  
says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91  
(35 P.S. §§1680.401c, et seq.), was sent to Defendants on or about March 11, 2005.



\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Attorney for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

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



\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Debra J. Paranay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2009

293983.1:BF  
11555-122531

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

WESLEY N. MILLER and  
KIMBELRY M. MILLER,

Defendants.

CIVIL DIVISION

No. 05-818-CD

AFFIDAVIT OF LAST KNOWN  
ADDRESS OF DEFENDANTS

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
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

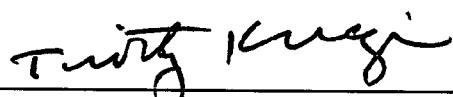
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

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

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is 313 Olive Avenue, DuBois, Pennsylvania 15801.

TUCKER ARENSBERG, P.C.



Timothy A. Krieger, Esquire  
Attorney for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

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

  
Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	

Member, Pennsylvania Association of Notaries

293983.1:BF/#11555-122531

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

First Commonwealth Bank,  
f/k/a Deposit Bank,

Vs.

NO.: 2005-00818-CD

Wesley N. Miller, and  
Kimberly M. Miller,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from WESLEY N. MILLER and KIMBERLY M. MILLER, Defendant(s):

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

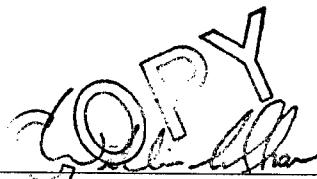
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$67,283.97  
INTEREST: from 1/5/06 through 2/28/07 \$4,906.46  
(per diem \$11.71)  
Late Charges \$356.44  
ATTY'S COMM: \$  
DATE: 03/01/2007

PROTHONOTARY'S COSTS PAID: \$132.00  
SHERIFF: \$  
FORECLOSURE FEES: \$700.00  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Timothy A. Krieger, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
412-566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-818-CD
	)	
vs.	)	
	)	
WESLEY N. MILLER and KIMBERLY M. MILLER,	)	
	)	
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, piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEING known as Lot No. 2 as per McClelland and Barlow Addition to DuBois Borough, and bounded on the West by Main Street; on the South by Lot No. 3; on the East by an alley; and on the North by Lot No. 1 of said McClelland and Barlow Addition, and being 50 feet wide on Main Street and said alley, and 150 feet deep. There is erected thereon a dwelling house known and numbered as 511 South Main Street.

BEING the same premises granted and conveyed unto Wesley N. Miller and Kimberly M. Miller, husband and wife, by Deed of Vivian V. Bertini, widow, dated June 18, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on June 25, 1993 in Volume 1539, page 469.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-10-2764

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

No. 05-818-CD

vs.

WESLEY N. MILLER and  
KIMBERLY M. MILLER,

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

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Angela S. Abreu, Esquire  
Pa. I.D. No. 90855  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: JUNE 1, 2007**

**FILED**

MAY 07 2007  
M/8:30/07  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

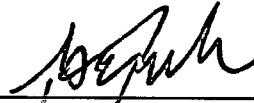
FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
Defendants. )

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

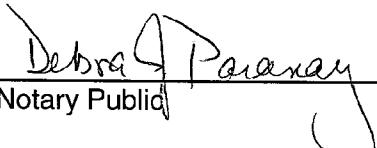
The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendants on the 25th day of April, 2007, and that the Notice of Sale was received by Defendants on the 27th day of April, 2007. True and correct copies of the Certified Mail Receipt Nos. 7006 2760 0004 7323 5581 and 7006 2760 0004 7323 5598 are attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 25th day of April, 2007, as evidenced by P.S. Form 3817 attached hereto as Exhibit "B".

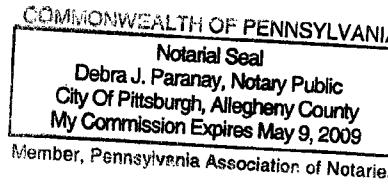
TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 2nd day of May, 2007.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:

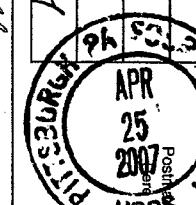


298901.1:BF/#11555-122531

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

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

OFFICIAL USE

73		0004	2760	7006
Postage				
Certified Fee				
(Endorsement Required)				
Restricted Delivery Fee				
(Endorsement Required)				
Total Postage & Fees				
\$ 464				
				
Sent To: Wesley M. Miller Street, Apt. No., or PO Box No. City, State, Zip <i>Wesley M. Miller</i> <i>313 Main Street</i> <i>PA 15801</i>				
Return Receipt Fee (Endorsement Required)				
PS Form 3800, August 2006 See Reverse for Instructions				

<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p><b>A. Signature</b> <u><i>Deanne Wesley Miller</i></u> <input checked="" type="checkbox"/> Agent</p>	
<p><b>B. Received by (Printed Name)</b> <u><i>Deanne Wesley Miller</i></u> <input type="checkbox"/> Addressee</p>	
<p><b>C. Date of Delivery</b> <u><i>4-27-07</i></u></p>	
<p><b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If YES, enter delivery address below: <u><i>None</i></u></p>	

2. Article Number  
*(Transfer from service label)* 7006 2760 0004 7323 5598  
PS Form 3811, February 2004 Domestic Return Receipt //555 - 1225

<b>U.S. Postal Service™ RECIPIENT CERTIFIED MAIL™ RECEIPT</b>	
Domestic Mail Only - No Insurance Provided	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE ONLY</b>	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	
\$ 4.99	
Sent to: <b>John Muller</b> 313 Blue Bell City, State, Zip <b>Dr. Bob Pa 15301</b>	
Street, Apt. No.: PO Box No.: City, State, Zip	
See reverse for instructions	

EX-529992

611-1000

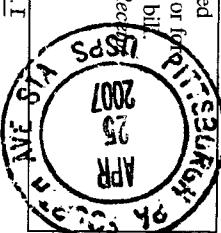
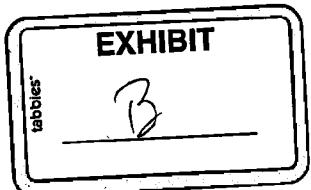
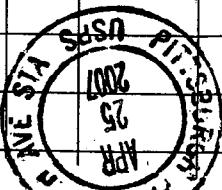
<b>SENDER: COMPLETE THIS SECTION</b>	
<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<p><input type="checkbox"/> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>	
<p><b>A. Signature</b> </p> <p><b>B. Received by (Printed Name)</b> <b>Wesley Miller</b></p> <p><b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p><b>C. Date of Delivery</b> <b>4-27-07</b></p>

PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540  
2. Article Number      7006 2760 0004 7323 5581  
(Transfer from service label)

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill		
			Registered	Return Receipt for merchandise	Insured	COD	Intl Recorded	Express Mail	With Postal Insurance	Without Postal Insurance	Postmark and Date of Receipt
1		Clearfield County Treasurer P. O. Box 289 Clearfield, PA 16830	.39	.30							
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830	.39	.30							
3		City of DuBois c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801	.39	.30							
4		Dubois Area School District c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801	.39	.30							
5		Clearfield County c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801	.39	.30							
6		Household Bank c/o Arthur Lashin, Esquire Hay Hayr and Landow 400 Market Street, 6 <sup>th</sup> Floor Philadelphia, PA 19106	.39	.30							
7		Citifinancial, Inc. 77 Beaver Drive DuBois, PA 15801	.39	.30							
8		Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Co. of PA 90 Beaver Drive, Suite 114C DuBois, PA 15801	.39	.30							
9		Cavalry Portfolio Services, LLC Cavalry SPV 1, LLC 7 Skyline Drive Hawthorne, NY 10532	.39	.30							
10		Capital One Bank 6851 Jericho Turnpike #190 Syosset, NY 11791	.39	.30							

US POSTAGE  
Mailed From 15222  
04/25/2007  
\$03.900

04/25/2007  
15222  
11555-122531



Hasler

294588.1:BF  
11555-122531

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20540  
NO: 05-818-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK  
vs.  
DEFENDANT: WESLEY N. MILLER AND KIMBERLY M. MILLER

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/01/2007

LEVY TAKEN 03/16/2007 @ 10:10 AM  
POSTED 03/16/2007 @ 10:10 AM  
SALE HELD 06/01/2007  
SOLD TO FIRST COMMONWEALTH BANK  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 07/17/2007  
DATE DEED FILED 07/31/2007

PROPERTY ADDRESS 511 S. MAIN STREET DUBOIS , PA 15801

**SERVICES**

03/16/2007 @ 10:23 AM SERVED WESLEY N. MILLER

SERVED WESLEY N. MILLER, DEFENDANT, AT HIS RESIDENCE 313 OLIVE AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WESLEY MILLER

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.

03/16/2007 @ 10:23 AM SERVED KIMBERLY M. MILLER

SERVED WESLEY N. MILLER, DEFENDANT, AT HIS RESIDENCE 313 OLIVE AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WESLEY MILLER, HUSBAND/CO-DEFENDANT.

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

FILED  
014:00:00  
JUL 31 2007  
W.A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20540  
NO: 05-818-CD

PLAINTIFF: FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK  
vs.

DEFENDANT: WESLEY N. MILLER AND KIMBERLY M. MILLER

Execution REAL ESTATE

**SHERIFF RETURN**

SHERIFF HAWKINS \$237.54

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
by Cynthia Butler-Aughenbaugh  
Chester A. Hawkins  
Sheriff

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

First Commonwealth Bank,  
f/k/a Deposit Bank,

Vs.

NO.: 2005-00818-CD

Wesley N. Miller, and  
Kimberly M. Miller,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff(s) from WESLEY N. MILLER and KIMBERLY M. MILLER, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$67,283.97  
INTEREST: from 1/5/06 through 2/28/07 \$4,906.46  
(per diem \$11.71)  
Late Charges \$356.44  
ATTY'S COMM: \$  
DATE: 03/01/2007

PROTHONOTARY'S COSTS PAID: \$132.00  
SHERIFF: \$  
FORECLOSURE FEES: \$700.00  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 1st day  
of March A.D. 2007  
At 11:45 A.M./P.M.

Wesley A. Hawkins  
Sheriff by Amberlyn Borden-Campbell

Requesting Party: Timothy A. Krieger, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
412-566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
f/k/a DEPOSIT BANK, )  
Plaintiff, ) No. 05-818-CD  
vs. )  
WESLEY N. MILLER and )  
KIMBERLY M. MILLER, )  
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, piece or parcel of land situate, lying and being in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEING known as Lot No. 2 as per McClelland and Barlow Addition to DuBois Borough, and bounded on the West by Main Street; on the South by Lot No. 3; on the East by an alley; and on the North by Lot No. 1 of said McClelland and Barlow Addition, and being 50 feet wide on Main Street and said alley, and 150 feet deep. There is erected thereon a dwelling house known and numbered as 511 South Main Street.

BEING the same premises granted and conveyed unto Wesley N. Miller and Kimberly M. Miller, husband and wife, by Deed of Vivian V. Bertini, widow, dated June 18, 1993, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on June 25, 1993 in Volume 1539, page 469.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 7-5-10-2764

TUCKER ARENSBERG, P.C.

*Timothy Krieger*

\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank,  
f/k/a Deposit Bank, Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WESLEY N. MILLER

NO. 05-818-CD

NOW, July 17, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on June 01, 2007, I exposed the within described real estate of Wesley N. Miller And Kimberly M. Miller to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$237.54</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	67,283.97
INTEREST @ 11.7100 %	1,089.03
FROM 02/28/2007 TO 06/01/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	356.44
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	700.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,906.49
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$74,375.93</b>
<b>COSTS:</b>	
ADVERTISING	1,084.80
TAXES - COLLECTOR	375.58
TAXES - TAX CLAIM	6,749.43
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	237.54
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$8,879.35</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