

05-884-CD
M. Vrahas et al vs. National State

Mark Vrahas et al v. National State Bank
2005-884-CD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK VRAHAS and
RUTHANN VRAHAS, his wife,
Plaintiffs

vs.

NATIONAL STATE BANK,
Defendant

CIVIL ACTION - AT LAW

No. 05-884 CD

ACTION TO QUIET TITLE

Type of pleading:

COMPLAINT

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

June 20, 2005

FILED ^{1cc}
of 3:44 PM Atty Hanak
JUN 20 2005

William A. Shaw ^{Atty pd.}
Prothonotary/Clerk of Courts ^{95.00}

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
: No.
vs. :
: ACTION TO QUIET TITLE
NATIONAL STATE BANK, :
Defendant :
:

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext 1300 or 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
: No.
vs. :
: ACTION TO QUIET TITLE
NATIONAL STATE BANK, :
Defendant :
:

COMPLAINT

AND NOW, come the Plaintiffs, by their Attorneys, HANAK,
GUIDO AND TALADAY, and avers a cause of action as follows:

1. Plaintiffs are Mark Vrahas and Ruthann Vrahas, husband and wife, who reside at 1080 Treasure Lake, DuBois, Clearfield County, Pennsylvania.
2. Defendant is National State Bank, a banking institution, whose last known address is 214 Smith Street, Perth Amboy, Middlesex County, New Jersey.
3. Plaintiffs are the owners of certain real estate premises located in the City of DuBois, 202 East Second Street, DuBois, Pennsylvania, which is further described as Lot No. 585 in the John E. DuBois Plan of Lots of the City of DuBois, bounded as follows:

Bounded on the North by Second Avenue;
Bounded on the East by Lot No. 586;
Bounded on the South by an alley; and
Bounded on the West by Lot No. 584;
Being 60 feet wide on Second Avenue and
the alley, and 160 feet from the
Avenue to the alley. Having erected
thereon a two story frame dwelling.

BEING the same premises conveyed to the Plaintiffs by deed of Charles T. Morrow, Executor of the Estate of Ruth J. Hutton dated December 12, 1978, and recorded in the Office of the Recorder of Deeds of Clearfield County in Volume 774, Page 385.

The above is referred hereafter as "the Premises". A copy of Plaintiffs' deed is attached hereto as Exhibit "A".

4. On May 30, 1980, the Plaintiffs mortgaged the Premises to the Heritage Mortgage Finance Company of 414 Frick Building, Pittsburgh, Pennsylvania. The amount of the MORTGAGE was for the principal sum of \$100,000.00, payable over a 30 year amortization period, with the last payment being due on or before June 1, 2010. The MORTGAGE had applicable interest at 12% per annum, simple interest, and the MORTGAGE was covered by a note obligating the payments. The MORTGAGE was recorded in Clearfield County Mortgage Volume 366, Page 571. Collectively, the MORTGAGE and mortgage note are herein referred to as "the MORTGAGE". A copy of the original MORTGAGE is attached hereto as Exhibit "B".

5. The Heritage Mortgage Finance Company assigned the MORTGAGE by an assignment document dated April 30, 1982, to the Security Savings & Loan Association of 818 Landis Avenue, Vineland, New Jersey 08360. The assignment specifically references the MORTGAGE, and the assignment was recorded in Volume 838, Page 29, on June 8, 1982, in the Office of the Recorder of Deeds of Clearfield County. See assignment of the MORTGAGE - Plaintiffs' Exhibit "C".

6. The assignee, Security Savings & Loan Association, did further assign the MORTGAGE to National State Bank of 214 Smith Street, Perth Amboy, New Jersey, by assignment dated July 15, 1986. This

assignment is recorded in Volume 1103, Page 318, in the Office of the Recorder of Deeds of Clearfield County. See assignment of MORTGAGE - Plaintiffs' Exhibit "D".

7. Since the assignment to National State Bank on July 15, 1986, there have been no subsequent assignments of record in Clearfield County, Pennsylvania.

8. In the year 1988, the exact date unknown to the Plaintiffs, all balance of the MORTGAGE was paid in full to the mortgagee bank. Since 1988, there have been no further payments due or owing on the MORTGAGE, and there have been no further communications between the mortgagee bank and the Plaintiffs. Plaintiffs aver that all obligations of the MORTGAGE have been totally satisfied.

9. Since the time of payment in the year 1988, there have been no further transactions, collections, or matters incident to the MORTGAGE.

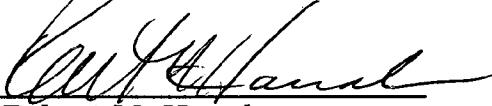
10. The mortgagee bank has failed to satisfy the MORTGAGE of record in Clearfield County.

11. It is believed that the mortgagee bank, the assignee - National State Bank, is no longer in existence and has gone through a series of reorganizations and/or receiverships. Attempts to contact the bank have proved fruitless.

12. The existence of the open MORTGAGE of record in Clearfield County is a continuing encumbrance on Plaintiffs' Premises title, preventing Plaintiffs from enjoying a good and marketable title, and preventing Plaintiffs from conveying good and marketable title to the Premises to any proposed transferee.

WHEREFORE, Plaintiffs request your Honorable Court to enter judgment in Plaintiffs' favor, and order that the MORTGAGE as referenced herein be satisfied of record by the said Defendant or Defendant's assigns, and failure to satisfy such MORTGAGE of record, enter a court order directing the Recorder of Deeds of Clearfield County to satisfy such MORTGAGE on record so that it is no longer an encumbrance against Plaintiffs' title.

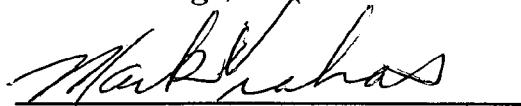
HANAK, GUIDO AND TALADAY

By: 

Robert M. Hanak
Attorney for Plaintiffs

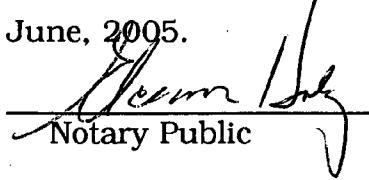
STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

MARK VRAHAS, being duly sworn according to law, deposes and says that the facts set forth in the foregoing COMPLAINT TO QUIET TITLE are true and correct to the best of his knowledge, information and belief.

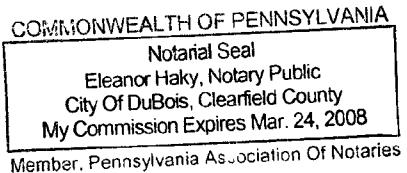


Mark Vrahas

Sworn to and subscribed
before me this 6th day of
June, 2005.



Notary Public



STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

RUTHANN VRAHAS, being duly sworn according to law, deposes and says that the facts set forth in the foregoing COMPLAINT TO QUIET TITLE are true and correct to the best of her knowledge, information and belief.


Ruthann Vrahas

Sworn to and subscribed
before me this 6th day of
June, 2005.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eleanor Haky, Notary Public
City Of DuBois, Clearfield County
My Commission Expires Mar. 24, 2008
Member, Pennsylvania Association Of Notaries

This Indenture Made the 12th day of
December in the year of our Lord one thousand nine hundred and seventy-eight (1978)

Between Charles T. Morrow, Executor of the last will and testament of Ruth J. Hutton, late of Philadelphia, Pennsylvania, of the first part, hereinafter called the Grantor, and Mark Vrachas of DuBois, Clearfield County, Pennsylvania, hereinafter called the Grantee,

of the other part, **Witnesseth** That the said Grantor
for and in consideration of the sum of Ten Thousand Seven Hundred and Fifty (\$10,750)
Dollars
lawful money of the United States of America, unto him, well and truly paid by the said Grantee
at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents

does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, his
heirs and assigns,
ALL THAT CERTAIN tract of land,
SITUATE in the city of DuBois, County of Clearfield, State of Pennsylvania
and known and numbered on the John E. DuBois plan of lots in said city as
Lot #585, BOUNDED as follows:
North by Second Avenue; East by Lot #586; South by an alley; and West by
Lot #584, and being sixty feet wide on the Avenue and the alley and One
hundred sixty feet deep from Avenue to alley.
BEING the same premises which the Mutual Building and Loan Association of
DuBois, Pennsylvania, a Pennsylvania Corporation, by Deed dated 23 May
1929, recorded in the Recorder's Office of Clearfield County, in Deed
Book, #294, Page 103, granted and conveyed unto the said Lena D. Hutton;
AND THE SAID Lena D. Hutton being so seised died September 1, 1943,
having first made her last will and testament in writing dated November 20
1936, duly probated and registered in the Office of the Register of Wills
of Clearfield County on September 24, 1943, wherein and whereby she
specifically devised premises 204 East Second Avenue, DuBois, Clearfield
County Pennsylvania, to her daughter Ruth J. Hutton, absolutely;
AND THE SAID Ruth J. Hutton being so thereof seised died August 15, 1978,
having first made her last will and testament in writing dated March 18,
1976, duly probated and registered in the Office of the Register of Wills
of Philadelphia County on August 24, 1978, under Will No. 2727 of 1978,
wherein and whereby, inter alia, she generally devised her entire estate
to her sister, Lena H. Sawtelle, and authorized her executor, Charles T.
Morrow, under a power of sale, "To sell at public or private sale...,
any real or personal property...", and by said will she appointed as
executor, Charles T. Morrow, to whom Letters Testamentary were duly issued
by said Register of Wills on August 24, 1978.

EXHIBIT "A"

IVL 774 pg 386

662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:



This day of

Together with all and singular the buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, the said Ruth J. Hutton at and immediately before the time of her decease, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

Vol 774 pg 387

to have and to hold the said lot or piece of ground above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns to and for the only proper use and behoof of the said Grantee, his heirs and assigns forever.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

REALTY TRANSFER TAX

10750

And the said Grantor, for himself, and his respective heirs, executors, and administrators does

covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that he, the said Grantor,

has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeded, charged or inumbered, in title, charge, estate, or otherwise howsoever.

Witness Whereof, the said Grantor has hereunto set his hand and seal the day and year first above written.

Sealed and Delivered in the presence of us: CLEARFIELD CO. SS
ENTERED OF RECORD

DUBOIS AREA AREA SCHOOL DISTRICT

1% REALTY TRANSFER TAX

Time 12:26 P.M.

By E.V. Cherry

Fees \$00

Cecil A. Burns, Recorder

AMOUNT \$ 107 50

PAID 12-21-78 Cecil A. Burns

Date Agent

Charles T. Morrow (SEAL)

Charles T. Morrow, Executor
of the last will and testament of
Ruth J. Hutton



Commonwealth of Pennsylvania
County of Philadelphia

SS:

On this, the 12th day of December, 1978, before me a Notary Public in
and for the Commonwealth of Pennsylvania,
the undersigned officer,

personally appeared Charles T. Morrow

, known to me (or satisfactorily proven) to be the person
described in the foregoing instrument, and acknowledged that he executed the same in the capacity
therein stated and for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

MARGARET P. MCBRIDE

Notary Public, Philadelphia, Pa., No. 10161, My Commission Expires November 26, 1979.

Entered of Record, Dec 21 1978, 10:26 AM Cecil Burns, Recorder

VA Form 10-525 (Home Loan)
Revised June 1973. Use Optional, Section 1810. Title 18
U.S.C. Acceptable in Federal
National Mortgage Association.

MORTGAGE

THIS INDENTURE, made the 30th day of May in the year of our Lord one thousand nine hundred and eighty , BETWEEN Mark Vrahas & Ruthann Vrahas, his wife, of DuBois, Clearfield County, PA, *Heritage Mortgage Finance Company* a corporation organized and existing under the Laws of State of Pennsylvania and having its principal office and post-office address in Pittsburgh, PA. (hereinafter called Mortgagor) and (hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of One Hundred Thousand and 00/100

Dollars (\$ 100,000.00), with interest from date, at the rate of twelve per centum (12 %) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of One Thousand Twenty-eight & 61/100 Dollars (\$ 1,028.61), commencing on the first day of July , 19 80 , and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of June , 2010 , and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the City of DuBois , County of Clearfield and Commonwealth of Pennsylvania, together bounded and described as follows:

BEGINNING North by Second Avenue; East by Lot No. 586; South by an Alley; and West by Lot No. 584, and being 60 feet wide on the Avenue and the Alley and 160 feet deep from the Avenue to the Alley. Known and numbered on the John E. DuBois Plan of Lots in said City as Lot No. 585.

BEING the same premises which were conveyed to the above named Mortgagor by deed of Charles T. Morrow, Executor of the Estate of Ruth J. Hutton, dated December 12, 1978 and recorded in the Office of the Register and Recorder of Deeds of Clearfield County, in Deed Book Vol. 774, page 385, on December 21, 1978.

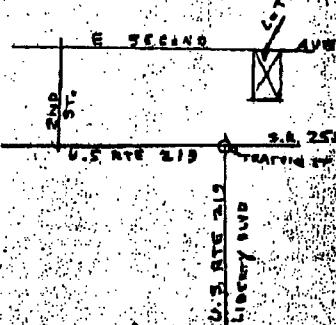
TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned, namely,

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

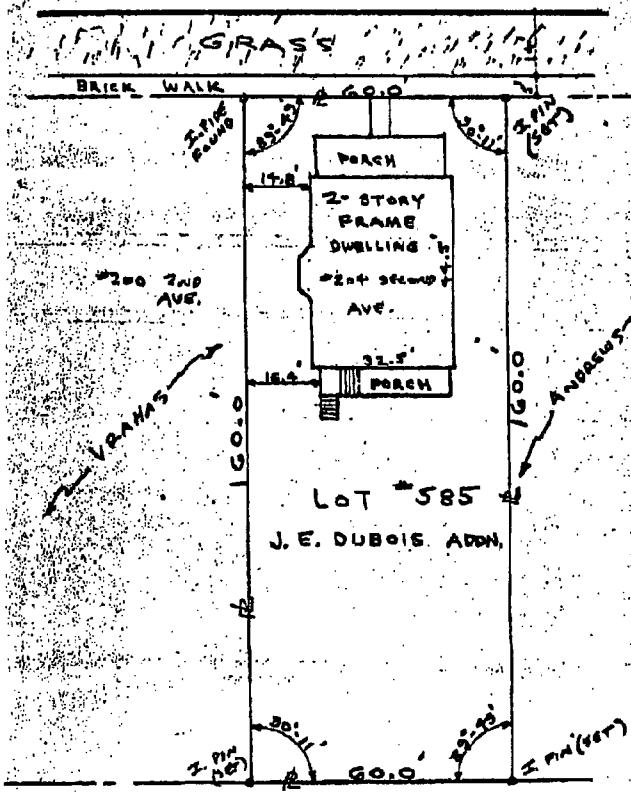
To HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee to its own use forever:

See Assignment of Mgt in deed & record Bk 1006 pg 203 4-15-85
See Assignment of Mgt. Deed & Record Bk 838 pg 29 6-P-PZ

366 PAGE 574



E. SECOND AVE. (PAVED)



LOCATION MAP



SURVEY of LOT 585 of
J.E. DUBOIS ADDN. IN
CITY of DUBOIS, CLEARFIELD CO.

SELLER :
BUYER : MARK VRAHAS
V.I.A. NO. 1 211977

SURVEYOR: MARLIN N. HOFFER DUBOIS, PA.
DATE : 4/17/80 SCALE: 1" = 50'



without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagor, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagor, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or therein; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagor" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferred thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mark Vrahas (SEAL)
Mark Vrahas (SEAL)
Ruthann Vrahas (SEAL)

CERTIFICATE OF RESIDENCE

I, Earle D. Lees, Jr., Esquire, do hereby certify that the correct address of the within-named Mortgagor is 414 Frick Building, Pittsburgh, Pa.

Witness my hand this 30th day of May, 1980.

Earle D. Lees, Jr.
Agent for Mortgagor

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Clearfield } ss

On this 30th day of May, A.D. 1980 before me, came the above-named Mark Vrahas & Ruthann Vrahas and acknowledged the within Indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.

CLEARFIELD COUNTY
ENTERED OF RECORD 6-3-80
TIME 11:12 A.M.
BY *Earle D. Lees, Jr.*
FEES 95
TIM MORGAN, Recorder

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE

Mark Vrahas and
Ruthann Vrahas,
Husband and Wife
TO
Heritage Mortgage Finance
Company
Pittsburgh, PA

My commission expires 12-31-80
DISTRICT JUSTICE #3-3-80
By Commission Expires 1st May, 1981

day of
Recorded on this A.D. 19 in the
Recorder's Office of said County in Mortgage
Book , Vol. , Page
Given under my hand and seal of the said
office, the day and year aforesaid.

Entered of Record June 3 1980 11:22 AM Tim Morgan, Recorder

PENNSYLVANIA

KNOW ALL MEN BY THESE PRESENTS, that Heritage Mortgage Finance Company, 76 Euclid Avenue, Haddonfield, New Jersey, 08033, a corporation organized and existing under the laws of the State of New Jersey, herein referred to as ASSIGNEE, for and in consideration of the sum of **NINETY NINE THOUSAND THREE HUNDRED THIRTY FIVE 12/100 (99,335.12)**

lawful money of the United States of America and other good and valuable consideration to it in hand paid by

Security Savings & Loan Association
818 Landis Avenue
Vineland, NJ 08360

hereinafter referred to as ASSIGNEE, at or before the time of execution hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, all that certain Indenture of Mortgage given and executed by **Mark Vrahas & Ruthann h/w**

hereinafter referred to as MORTGAGOR to said ASSIGNEE dated **May 30th 19 80**, in the principal sum of \$ **100,000.00**, covering certain premises commonly known as **204 East 2nd Ave. Dubois, Pa. 15801**

and as more particularly described in said Mortgage, which said Mortgage is recorded in the Office for the Recording of Deeds, etc., in and for **Clearfield County and Commonwealth of Pennsylvania in Mortgage Book 366 at Page 571 &c.**, and the Bond in said Mortgage recited, and all moneys, principal and interest, due or to become due thereon from **April 1 19 82**.

TOGETHER with all rights, members and appurtenances thereonto belonging, and all its estate right, title, interest, property, claim and demand, in and to the same.

TO HAVE AND TO HOLD, all and singular the hereditaments and premises hereby granted and assigned, or mentioned or intended so to be, with the appurtenances unto the said ASSIGNEE, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject nevertheless to the right and equity of redemption (if any there by) of said Mortgagor in the said Indenture of Mortgage named, and the heirs and assigns of said Mortgagor therein.

AND IT THE SAID ASSIGNEE, does hereby covenant, promise and agree to and with the said ASSIGNEE, that there is now due and owing upon the said bond, note or other obligation and mortgage, the sum of money specified above herein as the principal balance due as of the date of this assignment.

IN WITNESS WHEREOF, the said ASSIGNEE, has caused its corporate name by its duly authorized officer to be hereunto set, and the corporate seal of said corporation to be hereunto affixed and duly attested the

30 day of April 19 82

HERITAGE MORTGAGE FINANCE COMPANY

By: *Geraldine M. Feeny*
Geraldine M. Feeny

Attest:
Charles M. Casey, Jr. *Charles M. Casey, Jr.*
Treasurer

STATE OF NEW JERSEY
COUNTY OF CAMDEN

BE IT REMEMBERED, That on this **30** day of **April 19 82**, before me, the undersigned authority, personally appeared **Charles M. Casey, Jr.** who being by me duly sworn on his oath saith that he is the **Treasurer** ~~SECRETARY~~ of HERITAGE MORTGAGE FINANCE COMPANY the assignor within named, and that **Geraldine M. Feeny** is Vice President; that deponent knows the common or corporate seal; that the said assignment was signed by the said Vice President and the seal of said assignor affixed thereto in the presence of deponent; that said assignment was signed, sealed and delivered as and for the voluntary act and deed of said assignor, for the uses and purposes therein expressed, pursuant to a deponent subscribed his name thereto as witness.

GIVEN under my hand and seal of Office,
the day and year aforesaid.

SHIRLEY DIAZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 15, 1984
HMF-2005 8/79 WANG (SPECIAL)

HMFC NO.: 37023850

FHA/VA NO.:

TITLE COMPANY:

TITLE:

ASSIGNMENT OF MORTGAGE
HERITAGE MORTGAGE FINANCE COMPANY

to
Security Savings & Loan Association

818 Landis Avenue
Vineland, NJ 08360

Dated: April 30, 1982

Premises:
204 East 2nd Ave.
Dubois, Pa. 15801

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:04 a.m. 6-8-82
BY Heritage Mktg Finance Co.
FEES 135.00
TIM MORGAN, Recorder

Entered of Record June 8, 1982, 11:04 a.m. Tim Morgan, Recorder

Prepared by:

Geraldine M. Feeny
HERITAGE MORTGAGE FINANCE COMPANY

Assignment of Mortgage
Know all Men by these Presents:

That Security Savings & Loan Association

residing or located at 18 North East Avenue in the City of Vineland in the County of Cumberland and State of New Jersey herein designated as the ASSIGNOR, for and in consideration of the sum of (\$1,00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by National State Bank residing or located at 214 Smith Street in the City Middlesex and State of Perth Amboy in the County of New Jersey herein designated as the

Assignee, a certain Mortgage dated May 30, 1980, made by Heritage Mortgage Finance Company ~~SECURITY SAVINGS & LOAN ASSOCIATION~~, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE and its successors and assigns; all that certain Indenture of Mortgage covering premises situated in the State Pennsylvania, County of Clearfield being known as 202 E. 2nd St. Dubois, Pa. dated May 30, 1980 and recorded in the office of the REGISTER OF DEEDS or CLERK of Clearfield County, in Book 366 of Mortgages on page 571 made and executed by Mark Vrahas and Kurhan Vrahas his wife hereinafter referred to as MORTGAGOR, to said SECURITY SAVINGS & LOAN ASSOCIATION, in the principal sum of \$100,000 payable with interest on the unpaid balance at the rate of 12 % per annum, in monthly installments as therein noted.

TOGETHER with the hereditaments and premises in and by said Indenture of Mortgage particularly described and granted, or mentioned and intended so to be, with the appurtenances, and the bond or obligation in said Indenture of Mortgage mentioned and thereby intended to be secured and all incidental or supplemental documents, or instruments, if any, secured or intended to be secured thereby, and all monies due and to grow due thereon, and all its estate, right, title, interest, property, claim and demand in and to the same.

TO HAVE AND TO HOLD the same unto the said ASSIGNEE and its successors and assigns, to its and their proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said MORTGAGOR in said Indenture of Mortgage named, and the heirs, executors, administrators, successors and assigns of said MORTGAGOR therein.

AND IT, the said SECURITY SAVINGS & LOAN ASSOCIATION does hereby covenant, promise and agree to and with the said ASSIGNEE that there is now due and owing upon the said bond or obligation and mortgage, the sum of money hereinabove specified as the principal sum due thereon, with interest at the rate specified hereinabove.

IN WITNESS WHEREOF, the said SECURITY SAVINGS & LOAN ASSOCIATION has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper corporate officers this 15 day of July A.D. 1986.

SECURITY SAVINGS & LOAN ASSOCIATION

BY: Diane A. Rumick

PRESIDENT

ATTEST: Diane A. Rumick

SECRETARY

THE STATE OF NEW JERSEY

County of CUMBERLAND SS

BE IT REMEMBERED THAT on July 15, 1986, before me, the subscriber, Carol A. Hallman personally appeared Diane A. Rumick who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is assistant Secretary of SECURITY SAVINGS & LOAN ASSOC the corporation named in the within instrument; that John L. Kelly, III is the vice President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Carol A. Hallman
NOTARY PUBLIC MY COMMISSION EXPIRES
MARCH 1, 1989

EXHIBIT "D"

800-323-0126
654-9322



STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD, PA
RECORDED in the Recorder's Office in and for said
County in Deeds and Records Book No. 1103

Page 318 of 318 WITNESS my hand and seal of office this

25 day of Aug A.D. 1986

Michael R. Lytle Recorder

My Commission Expires
First Monday in January, 1988

Assignment of Mortgage,
Security Savings
&
Loan Association

TO

NATIONAL STATE BANK

DATED JULY 15, 1986

Entered of Record Aug 25 1986 10:32 AM Michael R. Lytle, Recorder

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK VRAHAS and
RUTHANN VRAHAS, his wife,
Plaintiffs

vs.

NATIONAL STATE BANK,
Defendant

CIVIL ACTION - AT LAW

No. 05-884-CD

ACTION TO QUIET TITLE

Type of pleading:

**MOTION FOR SPECIAL ORDER
DIRECTING SERVICE BY
PUBLICATION**

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

June 20, 2005

FILED
03:44 PM
JUN 20 2005
cc Atty Hanak

BS
William A. Shaw
Prothonotary/Clerk of Courts

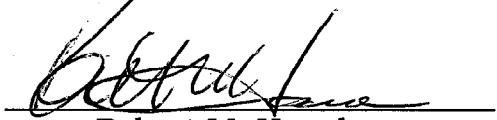
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
vs. : No.
NATIONAL STATE BANK, : ACTION TO QUIET TITLE
Defendant :
:

MOTION FOR SPECIAL ORDER
DIRECTING SERVICE BY PUBLICATION

AND NOW, this 20th day of June, 2005, the Plaintiff, MARK VRAHAS, by his undersigned Attorney and pursuant to Pa.R.C.P. No. 430, motions this Court for a Special Order permitting service of the Complaint to Quiet Title in this action by publication. Plaintiff's Affidavit having been executed and filed states that he is without knowledge or information as to the continued existence and whereabouts of the named Defendant; that he is without knowledge or information regarding the identity or whereabouts of the successors and assigns of the Defendant; that he is without knowledge or information regarding the identity of any other person, persons, firms, partnerships, or corporate entities who should be defendants in the above action; that, therefore, the Plaintiff, by his attorney, Robert M. Hanak, moves the Court for leave to serve the Complaint on the Defendant generally by publication in such manner as the Court shall direct, as provided by Pennsylvania Rules of Civil Procedure 430(b)(1).

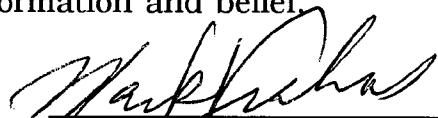
WHEREFORE, the Plaintiff requests the Court to enter a Special Order directing service of the Complaint to Quiet Title on Defendant, National State Bank, by publication pursuant to Pa.R.C.P. No. 430(b)(1).



Robert M. Hanak
Attorney for Plaintiffs

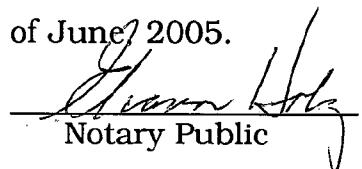
STATE OF PENNSYLVANIA : : SS.
COUNTY OF CLEARFIELD : :

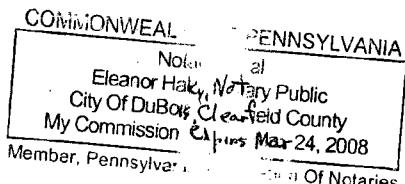
MARK VRAHAS, being duly sworn according to law, depose and say that the facts set forth in the foregoing MOTION FOR SPECIAL ORDER DIRECTING SERVICE BY PUBLICATION are true and correct to the best of his knowledge, information and belief.



Mark Vrahas

Sworn to and subscribed
before me this 20th day
of June 2005.



Notary Public

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

| | | |
|---------------------------|---|-----------------------|
| MARK VRAHAS and | : | |
| RUTHANN VRAHAS, his wife, | : | |
| Plaintiffs | : | |
| vs. | : | No. |
| NATIONAL STATE BANK, | : | ACTION TO QUIET TITLE |
| Defendant | : | |

AFFIDAVIT IN SUPPORT OF PLAINTIFFS'
MOTION FOR SPECIAL ORDER

MARK VRAHAS, being duly sworn according to law,
deposes and says the following:

1. I, MARK VRAHAS, am one of the Plaintiffs in the above action.
2. The Defendant is National State Bank and its successors and assigns.
3. An investigation was conducted as to the whereabouts of the Defendant. The efforts to locate the Defendant included the following:
 - (a) A search on the internet as to the existence and locality of National State Bank.
 - (b) A search of the corporate records of the Commonwealth of Pennsylvania.
 - (c) A search of the telephone directories for Clearfield County.
 - (d) A contact with Wachovia Bank, which had acquired assets through reorganizations and bankruptcies

of possibly the National State Bank. Wachovia has no record of the mortgage subject to this action.

4. I have been unable to locate any address for the Defendant, and it is believed the Defendant no longer exists.

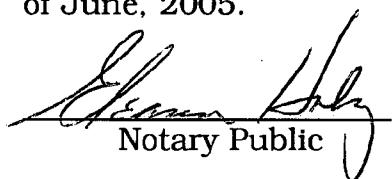
5. The allegations in the foregoing Motion for Special Order are true and correct to the best of my personal knowledge, information and belief.

6. Unless the Court allows service by way of publication on the Defendant, Plaintiffs will be unable to maintain this action and injustice will result.



Mark Vrahas

Sworn to and subscribed
before me this 20th day
of June, 2005.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eleanor Haky, Notary Public
City Of DuBois, Clearfield County
My Commission Expires Mar. 24, 2008
Member, Pennsylvania Association Of Notaries

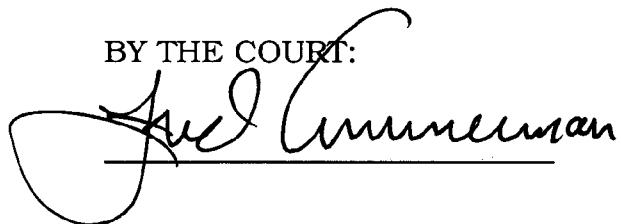
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
vs. :
No. 05-884-CD
NATIONAL STATE BANK, :
Defendant :
ACTION TO QUIET TITLE

ORDER

AND NOW, this 20 day of June, 2005,
upon consideration of the foregoing Motion, the Plaintiffs are granted
leave to make service of the Complaint on the above named Defendant,
its successors and assigns, and all other persons, firms, partnerships,
corporate entities in interest, or their legal representatives, by
publication once in the ***Courier Express***, a newspaper published in
Jefferson County, Pennsylvania, and once in the ***Clearfield County Legal
Journal***.

BY THE COURT:



FILED
01/3/45454
JUN 20 2005
Atty Hanak
cc
W.A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
: No.
vs. :
: ACTION TO QUIET TITLE
NATIONAL STATE BANK, :
Defendant :
:

NOTICE

TO: The above named Defendant, and its successors and assigns, and all other person, persons, firms, partnerships or corporation entities in interest, claiming any right, title or interest in the premises described herein.

Plaintiffs have brought an action claiming that they are the fee simple owners of ALL that certain parcel of real estate located in the City of DuBois, at 202 East Second Street, DuBois, Pennsylvania, which is further described as Lot No. 585 in the John E. DuBois Plan of Lots of the City of DuBois, bounded as follows:

Bounded on the North by Second Avenue;
Bounded on the East by Lot No. 586;
Bounded on the South by an alley; and
Bounded on the West by Lot No. 584;
Being 60 feet wide on Second Avenue and
the alley, and 160 feet from the
Avenue to the alley. Having erected
thereon a two story frame dwelling.

Plaintiffs are seeking an Order of Court discharging any right, title or interest that the Defendant may have to the above real estate.

You have been sued in Court. If you wish to defend against the claims set forth, you must take action within twenty (20) days 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 do not file an answer or enter an appearance, the case may proceed without you and a judgment may be entered against you without further notice for the

relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
Second Floor
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 or 1303

Robert M. Hanak
Attorney for Plaintiffs
Hanak, Guido and Taladay
498 Jeffers Street, P. O. Box 487
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK VRAHAS and
RUTHANN VRAHAS, his wife,
Plaintiffs

vs.

NATIONAL STATE BANK,
Defendant

CIVIL ACTION - AT LAW

No. 05-884-CD

ACTION TO QUIET TITLE

Type of pleading:

**MOTION FOR JUDGMENT
AND ORDER OF COURT**

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

July 21, 2005

62
FILED ⁶²
07/21/2005 ^{ICC} *Amy Hanak*
JUL 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
vs. :
No. 05-884-CD
NATIONAL STATE BANK, :
Defendant :
ACTION TO QUIET TITLE

MOTION FOR JUDGMENT

AND NOW, come the Plaintiffs, MARK VRAHAS and
RUTHANN VRAHAS, and by their attorney, Robert M. Hanak, motion
your Honorable Court for judgment as follows:

1. Plaintiffs have filed a Complaint for quieting title at the above captioned number.
2. By Court Order dated June 20, 2005, your Honorable Court ordered service of process by newspaper publication.
3. Plaintiff has filed an affidavit indicating compliance with the Court Order of Publication. This matter was published in the Courier Express on June 27, 2005, and the Clearfield County Legal Journal on July 1, 2005, and proofs of publication are now docketed at the above number.
4. To date, there have been no entries of appearance by any attorney on behalf of the Defendant, and there have been no responsive pleadings, or generally any pleadings, filed to the above docket.

WHEREFORE, Plaintiffs pray your Honorable Court to enter judgment in favor of the Plaintiffs, ordering that the Plaintiffs have fee simple title in the premises, and the Defendant, its successors and assigns, be forever barred from asserting any claim, lien, title or interest in the property described as the premises herein.



Robert M. Hanak
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and :
RUTHANN VRAHAS, his wife, :
Plaintiffs :
vs. :
No. 05-884-CD
NATIONAL STATE BANK, :
Defendant :
ACTION TO QUIET TITLE

O R D E R

AND NOW, this 21st day of July, 2005,

IT IS HEREBY ORDERED that the Defendant, NATIONAL STATE BANK, is forever barred from asserting any right, lien, title or interest in the property described herein, or any claim affecting right, title and interest in the subject premises that is inconsistent with the claim of the Plaintiffs set forth in the Complaint to Quiet Title. The subject premises, being located at 202 East Second Street, DuBois, Clearfield County, Pennsylvania, which is further described as Lot No. 585 in the John E. DuBois Plan of Lots of the City of DuBois, bounded as follows:

Bounded on the North by Second Avenue;
Bounded on the East by Lot No. 586;
Bounded on the South by an alley; and
Bounded on the West by Lot No. 584;
Being 60 feet wide on Second Avenue and
the alley, and 160 feet from the
Avenue to the alley. Having erected
thereon a two story frame dwelling.

68
FILED 2cc
011403d Atty
JUL 21 2005
Haran
William A. Shaw
Prothonotary/Clerk of Courts

BEING the same premises conveyed to the Plaintiffs
by deed of Charles T. Morrow, Executor of the Estate of
Ruth J. Hutton dated December 12, 1978, and recorded
in the Office of the Recorder of Deeds of Clearfield
County in Volume 774, Page 385.

BY THE COURT:

Paul E. Cheung
P.J.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK VRAHAS and
RUTHANN VRAHAS, his wife,
Plaintiffs

vs.

NATIONAL STATE BANK,
Defendant

CIVIL ACTION - AT LAW

No. 05-884-CD

ACTION TO QUIET TITLE

Type of pleading:

**RETURN OF SERVICE AND
AFFIDAVIT OF SERVICE OF
PROCESS**

Counsel of record for this
party:

Robert M. Hanak
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers St., P. O. Box 487
DuBois, PA 15801

(814) 371-7768

July 20, 2005

FILED

JUL 25 2005
m7 8:20 am
William A. Shaw

Prothonotary/Clerk of Courts

wo C/C

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

MARK VRAHAS and
RUTHANN VRAHAS, his wife,
Plaintiffs

vs.

NATIONAL STATE BANK,
Defendant

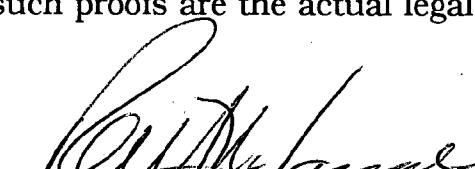
No. 05-884-CD

ACTION TO QUIET TITLE

RETURN OF SERVICE AND
AFFIDAVIT OF SERVICE OF PROCESS

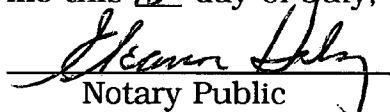
AND NOW, come the Plaintiffs and by their Attorney,
Robert M. Hanak, file this affidavit and return of service of process
pursuant to Pa. R.C.P. No. 405:

Robert M. Hanak, being duly sworn according to law,
deposes and says that pursuant to the Order of Court of June 20, 2005,
directing service of process by publication, the undersigned Attorney
has caused publication to occur in the Courier Express on June 27,
2005, and the Clearfield County Legal Journal on July 1, 2005. The
originals of the proofs of publication are attached hereto verifying the
dates of publication. Appended to such proofs are the actual legal
notices as published.

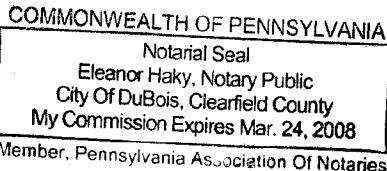


Robert M. Hanak

Sworn to and subscribed before
me this 18th day of July, 2005.



Eleanor Haky
Notary Public



PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

:

On this 7th day of July AD 2005, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of July 1, 2005. Vol. 17, No. 26. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pussey
Notary Public
My Commission Expires

| |
|-------------------------------------|
| NOTARIAL SEAL |
| SHARON J. PUSSEY, Notary Public |
| Clearfield, Clearfield County, PA |
| My Commission Expires APRIL 7, 2007 |

Robert M Hanak
498 Jeffers St
PO Box 487
DuBois PA 15801

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

MARK VRAHAS and RUTHANN
VRAHAS, his wife, Plaintiffs vs. NATIONAL
STATE BANK, Defendant
NO. 05-884-CD

ACTION TO QUIET TITLE
NOTICE

TO: The above named Defendant, and
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Plaintiffs have brought an action
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Bounded on the North by Second
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frame dwelling.

Plaintiffs are seeking an Order of Court
discharging any right, title or interest that the
Defendant may have to the above real
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You have been sued in Court. If you
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or by attorney and filing in writing with the
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AFFORD ONE, GO TO OR TELEPHONE
THE OFFICE SET FORTH BELOW TO
FIND OUT WHERE YOU CAN GET LEGAL
HELP.

Office of the Court Administrator,
Clearfield County Courthouse, One North
Second Street, Clearfield, PA 16830 (814)
765-2641, Ext. 1300 or 1303

Robert M. Hanak, Attorney for Plaintiffs,
Hanak, Guido & Taladay, 498 Jeffers Street,
PO Box 487, DuBois, PA 15801.

