

05-1095-CD

PNC Bank vs Phillip Brown et al  
2005-1095-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

vs.

PHILLIP C. BROWN and  
KELLY A. BROWN a/k/a  
KELLY A. BARONE,

Defendants.

Case No. 05-1095-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

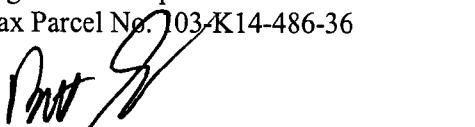
Filed on behalf of PNC BANK,  
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

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

2<sup>nd</sup> and Spruce Streets  
Madera, Pennsylvania 16661  
Bigler Township  
Tax Parcel No. 103-K14-486-36

  
Brett A. Solomon, Esquire  
Attorney for Plaintiff

FILED 2005  
MAY 10 2005  
JUL 29 2005  
44 pd \$500  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

|                                 |   |                |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, | ) | CIVIL DIVISION |
|                                 | ) |                |
| Plaintiff,                      | ) | No. _____      |
|                                 | ) |                |
| vs.                             | ) |                |
|                                 | ) |                |
| PHILLIP C. BROWN and            | ) |                |
| KELLY A. BROWN a/k/a            | ) |                |
| KELLY A. BARONE,                | ) |                |
|                                 | ) |                |
| 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
PHILLIP C. BROWN and )  
KELLY A. BROWN a/k/a )  
KELLY A. BARONE, )  
)  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.
2. Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone ("Borrowers") are adult individuals whose last known address is 2<sup>nd</sup> & Spruce, P.O. Box 359, Madera, Pennsylvania 16661.
3. On or about May 18, 2000, Borrowers executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$18,075.00, 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 May 18, 2000 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real

property located in Bigler Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Mortgage Book Volume 2000, page 7394. 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 the Mortgage for failure to make payments when due. The Note is due from March 28, 2005 and as of July 7, 2005 was past due in the amount of \$986.85.

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

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

8. On or about May 31, 2005, Bank sent Borrowers written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Borrowers are attached hereto as Exhibit "C" and incorporated herein.

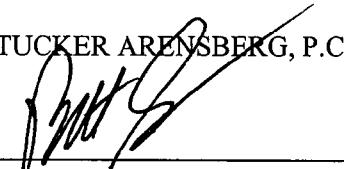
9. The amount due Bank under the Note and Mortgage as of July 7, 2005 is as follows:

|  |                  |
|--|------------------|
| Principal .....                              | \$ 13,306.86     |
| Interest through July 7, 2005 .....          | 391.56           |
| (Continuing Thereafter at \$3.9154 per diem) |                  |
| Late Fees .....                              | 60.00            |
| Costs .....                                  | to be added      |
| Attorney's Fees .....                        | <u>850.00</u>    |
| <br>TOTAL.....                               | <br>\$ 14,608.42 |

10. The total amount now due to the Bank under the Note and Mortgage as of July 7, 2005 was Fourteen Thousand Six Hundred Eight and 42/100 Dollars (\$14,608.42), plus interest accruing from July 7, 2005 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure for the amount due of Fourteen Thousand Six Hundred Eight and 42/100 Dollars (\$14,608.42), plus continuing interest at the contract rate from July 7, 2005, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

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

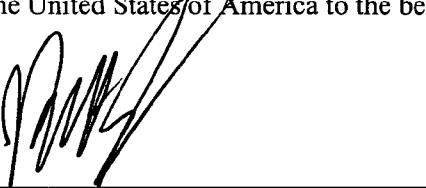
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,      )      CIVIL DIVISION  
    )  
    )  
Plaintiff,                                    )      No. \_\_\_\_\_  
    )  
vs.    )  
    )  
PHILLIP C. BROWN and                    )  
KELLY A. BROWN a/k/a                    )  
KELLY A. BARONE,                            )  
    )  
Defendants.                                    )

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA      )  
    )      SS:  
COUNTY OF ALLEGHENY                    )

I, Brett A. Solomon, Attorney for PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon  
Attorney for PNC Bank, National Association

Sworn to and subscribed before me

this 27<sup>th</sup> day of July, 2005.



Notary Public

My Commission Expires:

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

VERIFICATION

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



Darnella Ganaway  
Attorney Relations Manager  
PNC Bank, National Association

## Direct Installment Loan Disclosure and Note

Borrower:  
PHILLIP C BROWN  
KELLY BROWNLender:  
PNC Bank National Association

## Truth-in-Lending Disclosures

| ANNUAL PERCENTAGE RATE<br>The cost of the Borrower's credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost the Borrower. | Amount Financed<br>The amount of credit provided to the Borrower or on the Borrower's behalf. | Total of Payments<br>The amount the Borrower will have paid after Borrower has made all payments as scheduled. |
|---|--|---|--|
| 10.747 %  | \$ 11,537.40   | \$ 18,075.00  | \$ 29,612.40   |

The Borrower's Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due          |
|--------------------|--------------------|--------------------------------|
| 120                | \$ 245.77          | Monthly, beginning 1st payment |
|                    |                    |                                |
|                    |                    |                                |

\* means an estimate

Security: Lender is getting a security interest in objects or property held by Lender, and

Note.  Goods or property being purchased  
 Real Estate.

In addition, collateral other than Borrower's principal residence securing other obligations to Lender may also secure this Note.

## Security Interest Charges:

None.  Flat Fees \$

Variable Rate:  Not Applicable.

The Annual Percentage Rate may increase if the Prime Rate published in The Wall Street Journal increases. The rate will not increase more often than once a month. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 12%. An increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or

the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 36 monthly payments of \$270.76, and the rate increased to 14.12% after 12 payments, increased to 15.12% after the next 12 payments, and then remained the same for the term of the loan, you would be required to pay one additional payment of \$254.65.

the amount of the payments to change. The amount of the payments may increase every four years. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 72 monthly payments of \$203.35, and the rate increased to 14.12% after 12 payments, increased to 15.12% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$227.12 for the 48th through the 72nd payments.

If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.0000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 36 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

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

Credit Insurance is Not Required. Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless Borrower signs below and agrees to pay the additional credit insurance may be purchased on the life of one or two Borrowers. Credit Disability Insurance may be purchased on only one Borrower. It obtained through Lender for the cost of the insurance for the original term of the credit as stated below. Lender may receive financial benefits from the Borrower's purchase of insurance. "Borrower" who is insured may not be a Co-Mitter.

I want Single Credit Life Insurance which costs \$

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

Signature of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance.

Signature of Borrower

Notice to Borrower: The maximum amount of coverage which insured Borrower(s) will receive is set forth in the certificate or policy, as applicable.

|  |            |                                      |          |                                |          |   |
|--|------------|--------------------------------------|----------|--------------------------------|----------|---|
| Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note. | 1          | 2                                    | 3        | 4                              | 5        | 6 |
| Acceleration of the outstanding balance  | 12         | Debt, interest rate                  | 4,7      | Monthly payment                | 3,6      |   |
| Application of payments  | 3          | Debtist                              | 13       | Monthly payment changes        | 6        |   |
| Assignment   | 23         | Defenders                            | 1        | Number parties                 | 24       |   |
| Attorneys' fees  | 2,11       | Delay in enforcement                 | 15       | Paid in full checks            | 28       |   |
| Automatic payment plan   | 5          | Deposit                              | 22       | Payment application            | 8        |   |
| Borrower's responsibilities  | 2,13,25    | Debtor debts                         | 23       | Payment Due Date               | 3        |   |
| Change in interest rate  | 4,5,6,7,12 | Each payment                         | 15       | Payment Schedule               | 3,6      |   |
| Closing costs  | 2          | Finance charges                      | 4,7      | Personal representatives bound | 26       |   |
| Collateral   | 17,18,22   | Fire insurance                       | 19       | Preparation                    | 18       |   |
| Collection expenses  | 2,21       | Governing law                        | 27       | Promise to pay                 | 2        |   |
| Communication concerning disputed debts  | 28         | Hers bound                           | 26       | Property insurance             | 19       |   |
| Computing interest   | 7          | Indem                                | 2        | Release of borrowers           | 16       |   |
| Court costs  | 2,21       | Insurance checks                     | 20       | Release of security            | 16       |   |
| Credit reports   | 28         | Interest after maturity and judgment | 12       | Remedies                       | 13       |   |
| Customer information   | 25         | Interest rate                        | 2,4,7,12 | Return Check Charge            | 10       |   |
| Daily balance  | 4,7        | Late charges                         | 9        | Security interest              | 17,19,22 |   |
|  |            | Legal fees                           | 2,21     | Security interest charges      | 17       |   |
|  |            | Lender                               | 1        | Security interest in deposits  | 22       |   |
|  |            | Lender's right to endorse checks     | 20       | Variable rate                  | 4,7      |   |
|  |            | Margin                               | 4        | Waiver                         | 11,14    |   |

Tables

EXHIBIT

A

## Direct Installment Loan Disclosure and Note

Borrower:  
PHILLIP C BROWN  
KELLY BROWNLender:  
PNC Bank National AssociationDate:  
5/18/2000

## Direct Installment Loan Note

**1. Definitions.** In this Note, the word "Borrower" means each and all of those who sign this Note and each and all of those who endorse the check which disburses the "Amount given directly to Borrower."

The word "Lender" means PNC Bank National Association or any person to whom this Note has been transferred.

**2. Borrower's Promise to Pay.** To repay this loan, Borrower promises to pay to Lender \$ 18,075.00, with interest on the unpaid balance from the date funds are advanced until paid in full. Interest shall be paid at the rate per annum of 10.740 %. Borrower promises to make payments in accordance with the payment schedule stated in this Note. Borrower promises to pay to Lender all other amounts which may become due under the terms of this Note, including, if applicable, Late Charges and Costs of Collection. Borrower agrees to make payments at the place designated by Lender. Borrower may also be required to pay to Lender certain other charges before Lender will give any money to Borrower. These charges, if any, are stated on page one in "Itemization of Amounts paid by Borrower at the time the loan is made" and/or in the Settlement Statement.

**3. Payment Schedule.** Borrower agrees to pay to Lender the amounts due under this Note:

in uninterrupted monthly payments: 119 payments of \$ 246.77 and a final payment, which will be billed by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 5/28/2000. Payments will continue until all amounts due are paid.

in uninterrupted monthly payments, except for the months shown: payments of \$ and a final payment, which will be billed by the Lender, at all remaining unpaid amounts. Payments will be due on the same day of each month starting on  PROVIDED, HOWEVER, that no payments shall be due during the months of  or  each year.

in a single payment of \$ plus accrued interest and all other amounts due on

in addition, prior to the month of the first scheduled payment as stated above, interest shall be payable monthly on the unpaid balance and shall be due on the same day of the month as the later payments.

The date that the final payment is scheduled in this paragraph to be due is called the "Maturity Date" of this Note.

**4. Variable Rate.**  Not Applicable.  The interest rate on this Note may change based on changes in the Interest Rate Index ("Index"). The rate will be determined by adding a "Margin" to the Index. The Index may change from time to time. The Margin will remain the same for the term of the loan. The interest rate stated in "Borrower's Promise to Pay" is the "Base Rate." The Base Rate was computed by adding the Margin to the original Index, and then, if Borrower is participating in the automatic payment plan, subtracting the amount of the Automatic Payment Plan Discount. Interest rate adjustments are computed by adding the Margin to the current Index at the time of the adjustment (subject to the limitations described below) and then, if Borrower is participating in the automatic payment plan, subtracting the amount of the Automatic Payment Plan Discount. The interest rate on this loan may be adjusted monthly, on the first calendar day of each calendar month, beginning in the month after the funds are advanced. The Index is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal for the last day of the preceding calendar month which is reported. If the Index, or the information on which it is based, shall cease to be available, Lender shall select a new Index which, in Lender's sole option, upon a reasonable basis, is comparable to the Index. The annual interest rate will not increase or decrease more than one percentage point in any one calendar month, and will not increase or decrease more than five percentage points during the term of the loan, due to changes in the Index. (A change caused by termination of Borrower's participation in the automatic payment plan is not subject to the limitations set forth in the previous sentence.) The annual interest rate will not exceed 18%.

**5. Automatic Payment Plan.**  Not Applicable.  Borrower authorizes Lender to deduct the payments on this loan from Borrower's deposit account number  on each scheduled payment due date. The interest rate on this loan may increase by  percentage points ("Automatic Payment Plan Discount") if participation in the automatic payment plan is discontinued for any reason, including: (a) if any Borrower chooses to terminate participation, (b) if the deposit account identified above is closed, or (c) if there are not sufficient funds in the account to make the full monthly payment on three payment dates.

## 6. Monthly Payment Changes.

The payment amounts will not change over the term of the loan except as stated in the "Payment Schedule."

The payment amounts may increase if Borrower terminates participation in the automatic payment plan. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due.

Changes in the interest rate may cause the number of payments to change and/or the amount of the final payment to change. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

Changes in the interest rate may cause the number of payments to change and/or the amount of the payments to increase; the first change in the payment amount may occur on a date 48 months after the due date of the first monthly payment; subsequent changes, if applicable, will occur every 48 months thereafter. Not more than 45 days, but not less than 25 days, before the date of each payment change, Lender will calculate the new payment amount. The payment amount may increase but will not decrease, except for the final payment. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

**7. Computing Interest.** Interest is charged on a daily basis, according to the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the annual interest rate in effect on that day divided by the number of days in that calendar year. Borrower agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge); early payments will result in less interest being charged. If the interest rate on this Note will not change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the amount of the final payment to change. If the interest rate on this Note can change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the number of payments due, the amount of the payments (if the amount of the payments is subject to change every 48 months) and/or the amount of the final payment to change.

**8. Application of Payments.** Lender will apply payments in the following order of priority: interest, late charges, fees, and then principal. All regular payments will be applied to the satisfaction of scheduled payments in the order in which they become due.

**9. Late Charge.**  Not Applicable.  Borrower agrees that Lender may assess a late charge for any payment not paid in full within 15 days of its due date. The late charge will be the greater of \$20.00 or 5% of the total amount of the payment which was not paid in full. No late charge will be due, however, if the reason that the payment is late is either: (a) attributable to a late charge assessed on a prior payment; or (b) because, after default by Borrower, the entire outstanding balance on this Note is due. No more than one late charge will be imposed for any single scheduled payment.

**10. Return Check Fee.** Borrower agrees that Lender may assess a fee of \$20.00 if Borrower makes a payment with a check that is returned by the drawee for "not sufficient funds" in the account on which the check is written.

**11. Waiver by Lender.** If Borrower has made or makes in the future another loan agreement with Lender, Lender might obtain a security interest in the principal dwelling of Borrower or someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of Borrower with Lender. Lender waives ipsoeun any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note.

**12. Interest After Maturity and Judgment.** Unless prohibited by applicable law, interest at the rate provided in this Note shall continue to accrue on the unpaid balance until paid in full, even after (whether by acceleration or otherwise) maturity, and/or if Borrower becomes a debtor in an action filed under the Bankruptcy Code and/or if judgment is entered against Borrower for the amounts due. If at any time interest as provided for in this paragraph is not permitted by law, interest shall, in that event and at that time, accrue at the highest rate allowed by applicable law. If the interest rate on this Note can change, the interest rate which will apply beginning on the date a lawsuit is filed by Lender shall be the interest rate in effect on that date or the interest rate stated in the "Borrower's Promise to Pay," whichever is less.

**13. Default.** (As used in this paragraph, the term "Borrower" includes Borrowers, Co-Borrowers, Guarantors, sureties, and any owner of property which is security for this Note.) Borrower will be in default:

- if Borrower does not make any payment before or on the date it is due; or
- if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender; or
- if anyone who signs the security agreement or a mortgage securing this Note breaks any promise made in the security agreement or mortgage, including but not limited to the promise not to sell, give away or transfer title to the property which is the subject of the mortgage or security interest; or
- if, if any party to which Lender has obtained a security interest to secure this Note is lost, stolen and not recovered within a reasonable time or destroyed; or
- if Borrower has made any untrue statement or misrepresentation in the credit application or any other certificate or document given or made for this loan; or
- upon the death of Borrower or any one of them, if there is more than one; or
- if Borrower provides Lender with false information or forged signatures at any time; or
- if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent; or
- if Lender in good faith believes that the prospect of Borrower's paying this Note is impaired.

If Borrower is in default, the entire outstanding balance on this Note shall be immediately due, at the option of the Lender. This will happen without any prior notice to Borrower, or right to cure, except as may be required by law.

Borrower will also be in default:

- if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due; or
- if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession; or
- if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or
- if Borrower makes an assignment for the benefit of creditors, or any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation or other legal or equitable proceeding(s) are instituted by or against Borrower; or
- if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

If any event described in (i), (ii), (iii) or (iv) happens, the entire outstanding balance on this Note shall be immediately due without any prior notice to Borrower, or right to cure, except as may be required by law.

A default by Borrower on this Note is a default on every other note, loan or agreement of Borrower with Lender.

## Direct Installment Loan Disclosure and Note

Borrower:

PHILLIP C BROWN  
KELLY BROWN

Lender:

PNC Bank National Association

PNCBANK

Date:

5/18/2000

## Direct Installment Loan Note - continued

**14. General Waiver Provisions.** Borrower waives presentation for payment, demand, protest, notice of protest, defense and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower further waives his right to require the diligence in collection by Lender.

**15. Delay in Enforcement.** Lender can delay enforcing any rights under this Note without losing any rights. Lender's failure to enforce any right under this Note shall not act as a waiver of that right or preclude the exercise of that right in the event of a future occurrence of the same event. Lender can also extend the time allowed for making payments, and such extension shall not affect the obligations of any Borrower, whether or not that Borrower is given notice of the extension.

**16. Release of Some Borrowers or Some Security.** If there is more than one Borrower, each agrees to remain bound to this Note, although Lender may release any other Borrower or release or substitute any property which is security for the repayment of this Note. Borrower waives all defenses based on suretyship and requirement of collateral as security.

**17. Security Interest Charges.** Borrower agrees to pay any recording, filing, satisfaction and encumbrance fees when may be charged. The charges are to repay Lender for the fees paid to public officials to protect, continue, or release any security interests given in the security, agreement or mortgage.

**18. Prepayment.** Borrower may prepay in full or in part. The amount paid on this Note at any time without penalty. If Borrower breaks the loan in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid.

**19. If Lender Obtains a Security Interest to Secure Borrower's Payment of this Note. Borrower Makes the Following Additional Promises to Lender:**

- (a) if present insurance is required by a mortgage and/or security agreement securing the repayment of this Note and/or if flood insurance is required by federal law, BORROWER MAY OBTAIN THE INSURANCE FROM ANYONE OF BORROWER'S CHOICE subject to Lender's reasonable approval. If flood insurance is required, Borrower has been separately notched. The present insurance must cover less of or damage to the collateral and must be in an amount sufficient to protect Lender's interest. Flood insurance must be of the type and in the amount required by federal law.
- (b) Borrower agrees to provide Lender evidence of required insurance. All policies must name Lender as a loss payee, secured party and must provide for at least 10 days written notice to Lender of reduction in coverage or cancellation.
- (c) If Borrower fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Lender, Lender may make Borrower responsible that Borrower should purchase the required insurance in Borrower's expense. If Borrower fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Lender, Lender may purchase insurance to protect Lender's interest to the extent permitted by applicable law, and charge Borrower the cost of the premiums and any other amounts Lender incurs in purchasing the insurance. THE INSURANCE LENDER PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE BORROWER COULD PURCHASE OTHERWISE. Upon demand, Borrower promises to pay Lender the cost of insurance purchased and other amounts incurred by Lender. Borrower agrees that Lender may, if permitted by applicable law, add the cost of the insurance to the amounts on which interest is charged at the rate provided in this Note. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Lender. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible to some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.
- (d) to pay all taxes due on the collateral. If Borrower does not pay the taxes, Lender has the option to pay the taxes. Upon demand, Borrower promises promptly to repay to Lender any amounts paid by Lender for taxes.
- (e) if Lender gets a security interest in stock or securities, the value of the collateral may become insufficient to protect Lender. If that happens, Borrower agrees to deliver to Lender additional collateral which Lender believes will be enough to protect Lender.
- (f) to allow Lender the right to inspect the collateral at any reasonable time and to inspect the collateral in good condition and repair, reasonable wear and tear excepted.
- (g) if amounts are advanced by Lender under the Note for taxes and/or insurance, Lender may, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in substantially equal installments no the due date stated in the payment schedule and
- (h) Borrower's promises made and Lender's rights set forth in this section shall not merge with any judgment in any legal action and shall accrue until all amounts due are paid in full.

**20. Lender May Sign Borrower's Name to Insurance Checks.** Borrower gives Lender the right to sign Borrower's name on any check or draft from an insurance company. This is limited to a check or draft in payment of uninsured premiums or benefits under credit life insurance or credit disability insurance, insurance covering property which is security for this loan or flood insurance. This means that Borrower appoints Lender as attorney-in-fact for Borrower with the full power to endorse checks or drafts.

**21. Costs of Collection.** If Lender files suit or takes action to collect this loan or protect the collateral or the Lender's security interest in it, Borrower agrees to pay Lender's costs and expenses to do so if Lender is permitted by applicable law to recover Borrower to pay these costs. Unless such action is taken in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

**22. Security Interests in Deposits.** The Lender may set off any amounts due and unpaid under this loan against any of Borrower's money or deposit with Lender. This includes any money which is now or may in the future be deposited with Lender by Borrower or with any co-depositor, including Borrower's spouse. This also includes any property, credits, securities, or money of the Borrower, which may at any time be delivered to or in the possession of the Lender. This may be done without any prior notice to Borrower.

**23. Assignment.** Borrower may not assign or otherwise transfer his rights under this Note to anyone else. Lender may sell, transfer, or assign this Note, and any security agreement and/or mortgage given to secure this Note, and Borrower's rights and obligations under this Note will continue unchanged.

**24. Multiple Parties.** If there is more than one Borrower, each agrees to be responsible to Lender, individually and together, for payment in full of this loan. Borrowers agree that payment of all or part of the proceeds of this Note to any Borrower or to anyone else at the direction of any Borrower will be the equivalent of payment to each Borrower and for the benefit of all Borrowers.

**25. Customer Information.** To serve its customers efficiently and offer a full range of financial services, Lender shares customer transaction and experience information among the PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements, and credit reports. Borrower may request that Lender does not share this other personal information except where such information is used by one PNC Bank company to service customer accounts for another by advising Lender at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include Borrower's name, address, account number(s) or social security number.

**26. Heirs and Personal Representatives Bound.** The provisions of this Note shall be binding upon the Borrower, and the heirs and personal representatives of the Borrower.

**27. Governing Law and Construction.** This Note has been accepted by Lender in Pennsylvania and all loans shall be extended by Lender to Borrower in Pennsylvania. Regardless of the state of Borrower's residence or the place to which Borrower submitted an application, Borrower agrees that the provisions of this Note relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed and construed in accordance with the law of Pennsylvania. procedural matters relating to the enforcement of the obligations evidenced by the Note and matters related to the granting, perfection and enforcement of a security interest securing this Note, if any, shall be governed by the laws of the state where the enforcement, granting or perfection takes place.

**28. Communication Concerning Disputed Debts.** ALL COMMUNICATIONS BY BORROWER TO LENDER CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE LOAN, SHOULD BE SENT TO CENTRALIZED CUSTOMER ASSISTANCE, 2730 LIBERTY AVENUE, PITTSBURGH, PA 15222.

**29. Credit Reports.** BORROWER AUTHORIZES LENDER TO OBTAIN CREDIT REPORTS ON BORROWER FROM TIME TO TIME AT LENDER'S DISCRETION WHILE BORROWER HAS A LOAN OUTSTANDING WITH LENDER.

**30. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS NOTE AND DISCLOSURE. BY SIGNING BELOW, BORROWER AGREES TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS NOTE.** Each of the Borrowers guarantees that the signature of any Borrower is genuine.

Borrower's Signature PHILLIP C BROWN

Date 5/18/00

Borrower's Signature KELLY BROWN

Date 5/18/00

**31. CO-MAKERS SEE NOTICE TO CO-SIGNER BELOW.** Any Borrower who is designated as a Co-Maker agrees to be equally responsible with all other Borrowers for the payment of this loan and performance of all promises in this Note.

Co-Maker's Signature

Date

Co-Maker's Signature

Date

## NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

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

4/16/08 9 AM  
Mortgage  
(Closed-End)

45-1-2014-574-150

DLNAC5 Number

64

PNCBAN

THIS MORTGAGE is made on 5/18/2000. The Mortgagor is PHILIP C. BROWN & KELLY A. BARONE aka Kelly A. Brown. If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagor is PNC Bank National Association. The word "Borrower" means PHILLIP C BROWN, KELLY BROWN. If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagor the sum of Eighteen Thousand and Seventy-five Dollars

[U.S. \$18,075.00]. This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 5/18/2000.

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

2ND &amp; SPRUCE

Recording Date of Original Deed

Deed Book Number

1845

MADERA

5/28/1997

Page Number

PA

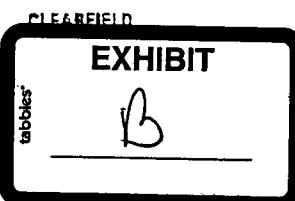
16661-0000

CLEARFIELD

EXHIBIT

B

Two of B's Gt  
TAX 103-K14-486-36



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

To have and to hold the Property unto the Mortgagor, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagor, debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

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

**Covenants.** Mortgagor promises and agrees as follows:

(a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied upon the Property when due and, upon Mortgagor's request, will deliver to the Mortgagor receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must not be a liability to the Property and must be in an amount sufficient to protect Mortgagor's interests; flood insurance must be of the type and in the amount required by federal law; (g) Mortgagor agrees to provide Mortgagor evidence of required insurance. All policies must name Mortgagor as a loss payable/insured party and must provide for at least 10 days notice to Mortgagor of reduction in coverage or cancellation. Mortgagor gives Mortgagor the right to sign Mortgagor's name on any check or draft from an insurance company applying the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property returned or rebated premiums on policies insuring the Property; (h) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagor, Mortgagor may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagor, Mortgagor may purchase insurance to protect Mortgagor's interest, to the extent permitted by law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagor incurs in purchasing the insurance. THE INSURANCE MORTGAGOR PURCHASES BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagor may receive no compensation for the services which Mortgagor provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained from a licensed insurance agency affiliated with Mortgagor. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagor, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagor any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (i) Any interest payable to Mortgagor after a judgment is entered or on additional amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (ii) Mortgagor may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; and (k) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each of them are bound individually and together. The covenants made in this section and Mortgagor's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

**Default.** Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is seized or condemned by federal, state or local government.

**Mortgagor's Remedies.** Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagor may, at its option, after notice required by law, if any, demand and receive the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagor so declares such entire balance due and payable, Mortgagor may possess of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagor, Mortgagor takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagor all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees to the maximum extent permitted by law.

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

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

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

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

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

Witness

Witness

PA FORM 116325-1188

Mortgagor

Mortgagor

09/13/2004 12:1





Date of this Notice: May 31, 2005

Phillip C Brown  
2nd & Spruce PO Box 359  
Madera, PA 16661

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

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

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

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

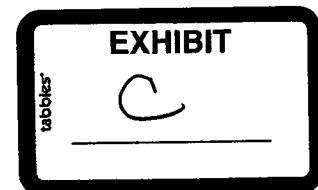
The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397.  
(Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME: Phillip C Brown / Kelly Brown  
PROPERTY ADDRESS: 2nd & Spruce PO Box 359, Madera, PA 16661  
LOAN ACCT. NO.: 045-01-008014574150  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: PNC Bank, NA

A member of The PNC Financial Services Group  
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222





## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



**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:  
2nd & Spruce PO Box 359, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$246.77 for each of the months from March 2005 through May 2005.

Other charges (explain/itemize): Late Charges for \$40.00

**TOTAL AMOUNT PAST DUE: \$533.31**

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$533.31, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: PNC Bank, NA

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

Phone Number: (412) 768-6554 or 1-800-878-0027

Contact Person: Eric Rudzinski

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

Very truly yours,

Arlene West  
PNC Bank, National Association

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)**  
A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Kelly Brown  
2nd & Spruce PO Box 359  
Madera, PA 16661

Date of this Notice: May 31, 2005

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

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

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

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

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

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

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

HOMEOWNER'S NAME: Kelly Brown  
PROPERTY ADDRESS: 2nd & Spruce PO Box 359, Madera, PA 16661  
LOAN ACCT. NO.: 045-01-008014574150  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER:



## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



**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:  
2nd & Spruce PO Box 359, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$246.77 for each of the months from March 2005 through LAS1.

Other charges (explain/itemize): Late Charges for \$40.00

**TOTAL AMOUNT PAST DUE: \$533.31**

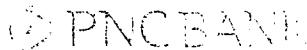
**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$533.31, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage  
A member of The PNC Financial Services Group



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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: PNC Bank, NA

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

Phone Number: (412) 76 or 1-800-878-0027

Contact Person: Eric Rudzinski

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

Very truly yours,

Arlene West  
PNC Bank, National Association

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

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

A member of the PNC Financial Services Group  
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

|   |         |
|---|---------|
| Addressee:  | Gender  |
| PNC BANK  | 5-31-05 |
| 249 Fifth & Wood St.  |         |
| PGH PA 15222  |         |
| Check type of mail or service.  |         |
| <input type="checkbox"/> Certified<br><input type="checkbox"/> COD<br><input type="checkbox"/> Delivery Confirmation<br><input type="checkbox"/> Express Mail |         |

Attach Stamp Here  
(it is issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
International  
Merchandise  
on

ЧУВУСК СТАРТ  
СТРУК

Article Number \_\_\_\_\_ Addressee (Name, Street, City, State, & ZIP Code) \_\_\_\_\_

- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

**Affix Stamp Here**  
*(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)*  
**Postmark and**

A circular library stamp with a double-line border. The outer ring contains the text "LIBRARY OF THE UNIVERSITY OF PITTSBURGH" in capital letters. The inner circle is divided into four quadrants by a crosshair. The top-left quadrant contains the letter "K", the top-right quadrant contains "14", the bottom-left quadrant contains "14", and the bottom-right quadrant contains "14".

230

330 175 2530

250

230  
on  
mation  
andlin  
dicted  
turn R  
2530

|          |       |      |
|----------|-------|------|
| 230      | 175   | 253  |
| ✓ Config | ature | Spec |

Delivery Signatures  
175-253

230

**See Privacy Act Statement on Reverse**

---

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

See Privacy Act Statement on Reverse

| Listed by Sender | Total Number of Pieces | Total Number of Pieces Received at Post Office | Postmaster, <i>re: Invoicing or Accounting Information</i> |
|------------------|------------------------|--|--|
| 8                |                        |  |  |

*[Handwritten Signature]*

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

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

## Clearfield County

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100684  
NO: 05-1095-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.

DEFENDANT: PHILIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE

**SHERIFF RETURN**

---

NOW, August 08, 2005 AT 11:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHILLIP C. BROWN DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHILIP C. BROWN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

FILED  
01/08/2006  
DEC 02 2005  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100684  
NO: 05-1095-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

VS.

DEFENDANT: PHILIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE

**SHERIFF RETURN**

---

NOW, August 08, 2005 AT 11:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY A. BROWN aka KELLY A. BARONE DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHILLIP C. BROWN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100684  
NO: 05-1095-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

VS.

DEFENDANT: PHILIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE

**SHERIFF RETURN**

---

RETURN COSTS

| Description     | Paid By   | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE       | ARENSBERG | 277525  | 20.00  |
| SHERIFF HAWKINS | ARENSBERG | 277525  | 42.01  |

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff