

05-1230-CD

Comm. of PA vs Jeffrey N. Shaffer et al

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA



DOCKET # 05-1230-CD  
DATE ENTERED 8/17/05

**CERTIFIED COPY OF LIEN**

**TO THE PROTHONOTARY OF SAID COURT:**

Pursuant to Section 308.1 of the  
Pennsylvania Unemployment  
Compensation Law, 43 P.S. § 788.1,  
this is a Certified Copy of Lien for  
unpaid unemployment compensation  
contributions, interest and penalties to  
be entered of record by you and  
indexed as judgments are indexed.

**PENNSYLVANIA EMPLOYER**

ACCOUNT NUMBER: 17-10806 9

AD Number: 312262

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND INDUSTRY  
TO THE USE OF THE  
UNEMPLOYMENT COMPENSATION FUND**

vs.

JEFFREY N SHAFFER  
INDIVIDUALLY & T/A  
CURWENSVILLE HEATING & PLUMBING  
357 THOMPSON ST  
CURWENSVILLE PA 16833

**FILED** REC Piff  
m/1:29/01 Piff pd  
AUG 17 2005 2500

William A. Shaw

Prothonotary/Clerk of Courts

QTR/YR.	DUE	CONTRIBUTION		BALANCE	INTEREST DUE ON UNPAID CONTRIBUTION AND / OR CONTRIBUTION PAID LATE.	PENALTY DUE - LATE REPORT/ DISHONORED CHECK
		PAID/CREDIT				
1-05	WE 35.97	35.97		.00		.00
1-05	3,867.07	1,480.18		2,386.89	44.08	.00
sub-total				2,386.89	44.08	.00

Additional interest is to be computed on the above balance of unpaid unemployment  
compensation contributions at the rate determined by the Secretary of Revenue  
under Section 806 of the Fiscal Code, 72 P.S. § 806, per month, or fraction of a  
month, from 08/31/2005 .

Total 2,430.97  
Filing Fee(s) 25.00  
Additional Legal Costs  
Additional Interest  
Satisfaction Amount

The undersigned, Assistant Director, Office of Unemployment Compensation Tax Services, Department of Labor and Industry, certifies that the above unemployment compensation  
contributions, interest and penalties are due and payable by the above named defendant under the provisions of the Pennsylvania Unemployment Compensation Law. Pursuant to Section  
308.1 of said Law, 43 P.S. § 788.1, the above contributions, interest and penalties are a lien upon the franchises and property, both real and personal, including after acquired property, of  
the above named defendant and attach thereto from the date of entry of this Certified Copy of Lien.

*Sally L. Fuhrer*

SALLY L. FUHRER

Assistant Director, Office of Unemployment Compensation Tax Services

08/01/2005  
DATE

TO BE RETAINED BY RECORDING OFFICE

IN THE COURT OF COMMON PLEAS OF  
COUNTY, PENNSYLVANIA

DOCKET # \_\_\_\_\_

DATE ENTERED \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR AND  
INDUSTRY  
TO THE USE OF THE  
UNEMPLOYMENT COMPENSATION  
FUND  
VS.

CERTIFIED COPY OF LIEN UNDER  
PENNSYLVANIA UNEMPLOYMENT  
COMPENSATION LAW

FILED

AUG 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE TO DEFENDANT OF ENTRY OF LIEN

This is the Certified Copy of Lien which has been filed with the Prothonotary of the Court designated on the reverse side of this notice.

The Department of Labor and Industry of the Commonwealth of Pennsylvania, at the expiration of ten (10) days after the receipt of this notice, is authorized by law to execute upon this lien. This means that your property may be levied upon, attached and sold to the extent necessary to satisfy this lien. Execution will not occur if this lien is satisfied.

Payment should be made by a Cashiers Check, Certified Check or Money Order made payable to the Pennsylvania Unemployment Compensation Fund. The Pennsylvania Employers Account Number, as shown on the reverse side of this document, should be affixed to the lower left corner of the remittance and mailed to the address below:

Office of Unemployment Compensation Tax Services  
Post Office Box 60130  
Harrisburg, Pennsylvania 17106-0130

Any questions concerning this Lien should be addressed to the nearest Field Accounting Service office at the address or telephone number shown on the enclosure, or call telephone number (toll-free) 1-866-403-6163 or, within the Harrisburg area, 717-772-8761.

The symbol "WE", if shown on this Lien, refers to the "Withholding for Employee" contributions.

The symbol "CP", if shown on this Lien, refers to the "Check Penalty" charged for a dishonored check or electronic payment.

The symbol "MP", if shown on this Lien, refers to the "Magnetic Penalty" charged for non-compliance with magnetic media filing requirements.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD

COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR & INDUSTRY  
to the use of the  
UNEMPLOYMENT COMPENSATION FUND

Docket Number 05 1230 CD

vs.

JEFFREY N SHAFFER  
INDIVIDUALLY & T/A  
CURWENSVILLE HEATING & PLUMBING  
357 THOMPSON ST  
CURWENSVILLE PA 16833

FILED @  
NoCC.  
0/11. So em  
APR 10 2006

William A. Shaw  
Prothonotary

AUTHORITY TO SATISFY

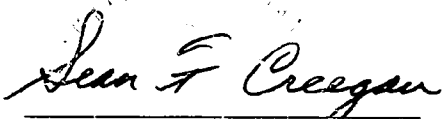
TO THE PROTHONOTARY OF SAID COURT:

NOW, to wit, JANUARY 10, 2006 the Commonwealth of Pennsylvania, Department of Labor and Industry, to the use of the Unemployment Compensation Fund, Plaintiff in the above action, through its Chief Counsel, by its Deputy Chief Counsel for Employment Security, acknowledges having received of the Defendant above named full payment and satisfaction of the above captioned Lien, with the interest and costs thereon due it; and desire that satisfaction be entered upon the records thereof.

AND you, the Prothonotary of said Court, upon receipt by you of your costs, are hereby authorized and empowered, in the name and stead of the Plaintiff, to enter full satisfaction upon the record of said Lien as fully and effectually, to all intents and purposes, as we could were we present in person to do so; and for so doing, this shall be your sufficient warrant of authority.

IN TESTIMONY WHEREOF, there is hereunto affixed the Seal of the Department of Labor and Industry, Commonwealth of Pennsylvania, this 10 TH day of JANUARY , 2006.

ACCOUNT NO. 17-10806  
AD NO. 312262

  
SEAN F. CREEGAN  
Deputy Chief Counsel for Employment Security

IN THE COURT OF COMMON PLEAS OF  
COUNTY, PENNSYLVANIA

---

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF LABOR & INDUSTRY  
to the use of the  
UNEMPLOYMENT COMPENSATION FUND

-VS-

---

---

AUTHORITY TO SATISFY

---

---

05-1229-CD  
PNC Bank, N.A. vs Samuel T. Stanton

**PNC Bank et al vs. Samuel Stanton**  
**2005-1229-CD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendant.

CIVIL DIVISION

Case No. 05-1229-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE


Filed on behalf of PNC BANK,  
NATIONAL ASSOCIATION, Plaintiff


Counsel of record for this party:

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

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

829 Maple Avenue  
Dubois, PA 15801  
Township of Sandy  
Tax Parcel No. 128-C04-425-00003

  
Brett A. Solomon, Esquire  
Attorney for Plaintiff

  
**FILED**  
mjl:21/8/ 85.00  
AUG 17 2005 ICCShff

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.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**IMPORTANT NOTICE**

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

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

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

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.

2. Defendant, Samuel T. Stanton ("Borrower") is an adult individual whose last known address is 829 Maple Avenue, Dubois, Pennsylvania 15801.

3. On or about October 17, 2003, Borrower executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$34,356.00, 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 October 17, 2003 ("Mortgage") given by the Defendant to Bank, encumbering certain real property located at Township of Sandy, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania at Instrument Number 200320038. A true and correct copy of Mortgage is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrower is in default of the provisions of the Note for failure to make payments when due. The Note is due from April 25, 2005 and as of August 8, 2005 was past due in the amount of \$1,468.54.

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

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

8. On or about July 13, 2005, Bank sent Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Defendant of Defendant's rights and obligations in accordance with the Acts. A copies of the Notice sent to the Defendant is attached hereto as Exhibit "C" and incorporated herein.

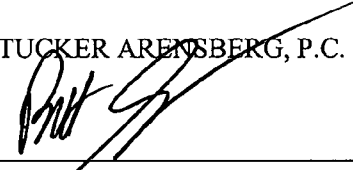
9. The amount due Bank under the Note as of August 8, 2005 is as follows:

Principal .....	\$ 30,858.22
Interest through 8/8/05 .....	524.09
(Continuing Thereafter at \$4.8527 per diem)	
Late Fees .....	60.00
Costs .....	to be added
Attorney's Fees .....	<u>850.00</u>
TOTAL .....	\$ 32,292.31

10. The total amount now due to the Bank under the Note as of August 8, 2005 was Thirty-Two Thousand Two Hundred Ninety-Two and 31/100 Dollars (\$32,292.31), plus interest accruing from at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Thirty-Two Thousand Two Hundred Ninety-Two and 31/100 Dollars (\$32,292.31), plus continuing interest at the contract rate from August 8, 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  
Beverly Weiss Manne, Esquire  
Pa. I.D. No. 34545  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for PNC Bank, National  
Association, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. _____
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	
	)	
COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

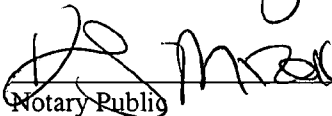
**AFFIDAVIT OF NON-MILITARY SERVICE**

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

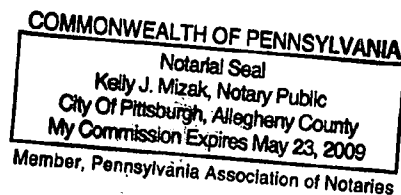


\_\_\_\_\_  
Brett A. Solomon, Esq., Attorney for Plaintiff  
PNC Bank, National Association

Sworn to and subscribed before me  
this 16 day of August, 2005.

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

My Commission Expires:



VERIFICATION

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



Darnella Ganaway  
Attorney Relations Manager  
PNC Bank, National Association



Date: 10/17/2003

# Direct Installment Loan Disclosure and Note

Borrower: SAMUEL T STANTON

Lender: PNC Bank, National Association

Items preceded by " " are not applicable unless marked "X" or the equivalent.

## Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of the Borrower's credit as a yearly rate.	The dollar amount the credit will cost the Borrower.	The amount of credit provided to the Borrower or on the Borrower's behalf.	The amount the Borrower will have paid after Borrower has made all payments as scheduled.
5.741 %	\$ 10,900.80	\$ 34,356.00	\$ 45,256.80

The Borrower's Payment Schedule will be: e means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
120	\$ 377.14	Monthly, beginning 11/25/2003

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

- ☐ None. ☐ 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 ☒ Filing Fees \$ 57.00

Variable Rate: ☐ Not Applicable.

☒ This loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.  
☐ 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 18%. Any 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 1/2%, repayable in 48 monthly payments of \$270.76, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% 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 \$254.88.

☐ 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 1/2%, repayable in 72 monthly payments of \$203.38, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% 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 49th through the 72nd payments.

☐ If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 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 1/2%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ for the remainder of the term of the Note. (The payment example assumes Borrower has not elected to purchase Credit Insurance.)

☐ If Borrower's participation in the Club or Package Plan is discontinued for any reason, the Club Discount of 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 interest rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Club Discount terminated after 12 payments, the payment amount would increase to \$ for the remainder of the term of the Note. (The payment example assumes Borrower has not elected to purchase Credit Insurance.)

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

**Credit Insurance Is Not Required. Borrower May Cancel Credit Insurance at Any Time Without Penalty.** 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 cost(s). Insurance may be purchased on the life of one or two Borrowers. Credit Disability Insurance may be purchased on only one Borrower. If obtained through Lender the cost of the insurance for the original term of the credit is stated below. Lender may receive financial benefits from the Borrower's purchase of insurance. "Borrower" who is insured may not be a Co-Maker.

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 \$

1. 2. Signatures of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance: Sam Stanton

Signature of Borrower

Notice to Borrower(s): 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.

Acceleration of the outstanding balance	14
Application of payments	8
Assignment	24
Attorneys' fees	2,22
Automatic payment plan	5
Borrower's responsibilities	2,14,25,27,31
Changes in interest rate	4,5,6,7,13
Closing costs	2
Club or Package Plan	6
Collateral	18,20,23
Collection expenses	2,22
Communication concerning disputed debts	28
Computing interest	8
Court costs	2,22
Credit Insurance	26
Credit reports	30

Daily balance	4,8	Margm	4
Daily interest rate	4,8	Monthly payment	3,7
Default	14	Monthly payment changes	7
Definitions	1	Multiple parties	25
Delay in enforcement	18	Paid in full checks	28
Deposit	23	Payment application	9
Disputed debts	28	Payment Due Date	3
Early payment	19	Payment Schedule	3,7
Finance charges	4,8	Personal representatives bound	27
Flood insurance	20	Prepayment	18
Governing law	28	Promise to pay	2
Heirs bound	27	Property insurance	20
Index	4	Release of borrowers	17
Insurance	28	Release of security	17
Insurance checks	21	Remedies	14
Interest after maturity and judgment	13	Return Check Charge	11
Interest rate	2,4,5,6,7,8,13	Security interest	18,20,23
Late charges	10	Security interest charges	18
Legal fees	2,22	Security interest in deposits	23
Lender	1	Variable rate	4,5,6
Lender's right to endorse checks	21	Waiver	12,15

# Direct Installment Loan Disclosure and Note

Borrower: SAMUEL T STANTON

Lender: PNC Bank, National Association

Date: 10/17/2003

## 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 \$ 34,358.00, 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 5.740 %. 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, Credit Insurance Premiums, 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: 118 payments of \$ 377.14 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 11/25/2003. 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, of 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 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. If Borrower elects to purchase Credit Insurance and then elects to cancel the Credit Insurance, the Payment Schedule may change as described in the "Credit Insurance" paragraph.

**4. Variable Rate.** ☒ Not Applicable. ☐ The interest rate on this Note can change based on changes in the Interest Rate Index ("Index"). The rate will be based on the Margin, the Index, and applicable discounts, if any. The Index may change from time to time; the Margin will remain the same for the term of the Note. The interest rate stated in the "Borrower's Promise to Pay" is the "Base Rate." The Base Rate was computed by adding the Margin to the original Index, and then subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. 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 subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. 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 Margin is percentage points. The Index is the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* ("Prime Rate") on the last day on which the Prime Rate is published in the preceding calendar month. The Index is not necessarily the lowest rate charged by Lender on loans. If the Index shall cease to be available, Lender shall select a new index, which, in Lender's sole opinion 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 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 a termination of the Automatic Payment Plan Discount or the Club Discount 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 1017975888 on each scheduled payment due date. The interest rate on this loan may increase by 0.250 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) 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. Club or Package Plan.** ☐ Not Applicable. ☒ Borrower is participating in the package of banking services known as, or is a qualified member of a club group known as: PREMIUM. The interest rate on this Note may increase by 0.250 percentage points ("Club Discount"), if participation in this Package Plan or Club Group is discontinued for any reason.

### 7. 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 (but will not decrease) if Borrower terminates participation in the ☒ Club or Package Plan ☒ 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 new interest rate. If the payment amount will increase, Lender will notify Borrower of the effective date and amount of the new payment.

☐ 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.

**8. 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.

**9. Application of Payments.** Lender will apply payments in the following order of priority: credit insurance premiums, if any, 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.

**10. 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.

**11. 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.

**12. 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 (gives up) 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.

**13. 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.

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

- (a) if Borrower does not make any payment before or on the date it is due; or
- (b) if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender; or
- (c) 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
- (d) if any property in which Lender has obtained a security interest to secure this Note is lost, stolen (and not recovered within a reasonable time) or destroyed; or
- (e) 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
- (f) upon the death of Borrower or any one of them, if there is more than one; or
- (g) if Borrower provides Lender with false information or forged signatures at any time; or
- (h) if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent; or
- (i) 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:

- (j) if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due; or
- (k) if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession; or
- (l) if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or
- (m) 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 proceedings are instituted by or against Borrower; or
- (n) if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

## Direct Installment Loan Disclosure and Note

Borrower: SAMUEL T STANTON

Lender: PNC Bank, National Association

PNCBANK

Date: 10/17/2003

## Direct Installment Loan Note—continued

If any event described in (j), (k), (l), (m) or (n) 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.

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

**16. 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.

**17. Release of Some Borrowers or Some Security.** If there is more than one Borrower, each agrees to remain bound by 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 impairment of collateral or security.

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

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

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

(a) If property 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 notified. The property insurance must cover loss of or damage to the collateral and must be in an amount sufficient to protect Lender's interests; 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 notify Borrower that Borrower should purchase the required insurance at 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 for 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 maintain the collateral in good condition and repair; reasonable wear and tear excepted;

(g) if amounts are advanced by Lender under this 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 on 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 apply until all amounts owed are paid in full.

**21. Lender May Sign Borrower's Name to Insurance Checks.** Borrower gives Lender the right and power 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 returned premiums, benefits under credit life insurance or credit disability insurance, and claims made under physical damage insurance and flood insurance covering property which is security for this loan. Borrower does not have the right to, and agrees that Borrower will not, revoke the power of Lender to make Borrower's endorsement. Lender may exercise the power for Lender's benefit and not for Borrower's benefit, except as otherwise provided by law.

**22. 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 require Borrower to pay those costs. Unless such action is taken in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

**23. Security Interests in Deposits.** The Lender may set-off any amounts due and unpaid under this loan against any of Borrower's money on 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.

**24. 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.

**25. 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.

**26. Credit Insurance.** If Borrower has elected to purchase credit insurance, Borrower may cancel that insurance at any time without penalty. In the event of cancellation, the payment amounts shown in the "Payment Schedule" will not decrease; rather, the loan will be paid off more quickly since more of the payment will be directed to payment of the principal balance of the loan.

**27. 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.

**28. 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 by 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.

**29. 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.**

**30. 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.

**31. 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.

*Samuel T Stanton*  
Borrower's Signature SAMUEL T STANTON

10/17/03  
Date

Borrower's Signature

Date

**32. 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.



**Mortgage**  
(Closed-End)

3-1-8109884452  
STANTON, SAMUEL T

THIS MORTGAGE is made on 10/17/2003. The Mortgagor is SAMUEL T STANTON.

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association.

The word "Borrower" means SAMUEL T STANTON.

If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Thirty-four Thousand Three Hundred Fifty-six Dollars And Zero Cents

(U.S. \$ 34,356.00). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 10/17/2003.

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

825 MAPLE

DU BOIS

PA

15801

CLEARFIELD

Recording Date

08/23/1997

Deed Book Number

1851

Page Number

191

Tax Parcel Number

126-004-426-00003

Lot and Block Number

N/A N/A

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

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said 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 Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

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 on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee 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 cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor's name on any check or draft from an insurance company and to apply 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 or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefit and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, 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 Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Arise interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such 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 and all of them are bound individually and together. The covenants made in this section and Mortgagee'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 destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee 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 Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

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

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

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

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

Witness

Mortgagor

Witness

Mortgagor

Exhibit "B"

On this 17th day of October, 2003, before me, Kathleen R. H. [Signature], the undersigned officer (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared Samuel T. [Signature] known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Notarial Seal  
Karen L. Kresh, Notary Public  
Indiana Boro, Indiana County  
My Commission Expires Dec. 17, 2006  
Member, Pennsylvania Association Of Notaries

Signature

Title

Diana Onuscheck

and \_\_\_\_\_ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth; and

Subscribing Witness

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

**Notary Public**

Certificate of Residence: I, Diana Onuscheck, do hereby certify that Mortgagee's precise residence is Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Agent for Mortgagee

RECORDED in the STATE OF PENNSYLVANIA, COUNTY OF \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

WITNESS my hand and the seal of said office the day and year aforesaid.

Recorder

**PNC Bank, National Association**

 $\text{C}^+$ 

SAMUEL T STANTON

from

Notice  
(Closed-End)

Recorded

Number

Mail to:  
PNC Bank  
Consumer Loan Center  
Collateral Control  
2730 Liberty Avenue  
Pittsburgh, PA 15222

2A.  
FONAI 15323-0130

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

PNC BANK

Instrument Number - 200320038

Recorded On 11/3/2003 At 12:57:59 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 3

Invoice Number - 100449

\* Mortgagor - STANTON, SAMUEL T

\* Mortgagee - PNC BANK NATIONAL ASSOCIATION

\* Customer - PNC BANK

**\* FEES**

RECORDING FEES - \$13.00

RECORDER

COUNTY IMPROVEMENT FUND \$2.00

RECORDER IMPROVEMENT \$3.00

FUND

JCS/ACCESS TO JUSTICE \$10.00

STATE WRIT TAX \$0.50

TOTAL \$28.50

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



Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



Date of this Notice: July 13, 2005

Samuel T Stanton  
829 Maple Ave  
Dubois, PA 15801

# 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME: Samuel T Stanton  
PROPERTY ADDRESS: 829 Maple Ave, Dubois, PA 15801  
LOAN ACCT. NO.: 003-01-008109884452  
ORIGINAL LENDER: PNC  
CURRENT LENDER/SERVICER: PNC Bank, NA

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Exhibit "C"



## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



**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:  
829 Maple Ave, Dubois, PA 15801

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 \$377.14 for each of the months from April 2005 through June 2005.

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

**TOTAL AMOUNT PAST DUE: \$1,151.40**

**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 \$1,151.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

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

**HOW TO CONTACT THE LENDER:**

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

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

**Phone Number:** (412) 762-1618 or 1-800-878-0027

**Contact Person:** David Rivera

**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

## **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



1-

2014-2015

1

THE PITTSBURGH

030

2

Return Receipt

[illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100740  
NO: 05-1229-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: SAMUEL T. STANTON

SHERIFF RETURN

NOW, August 31, 2005 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SAMUEL T. STANTON DEFENDANT AT 829 MAPLE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SAMUEL T. STANTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED

019:08:31  
DEC 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

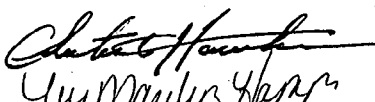
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	278154	10.00
SHERIFF HAWKINS	ARENSBERG	278154	64.17

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION

CIVIL DIVISION,

Plaintiff,

No. 05-12<sup>2</sup>99-CD

vs.

SAMUEL T. STANTON,

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Defendant.

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

Counsel of record for this party:

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

**FILED**  
m 11:35 AM  
JAN 13 2006

ICC & Notice  
to Def.

Att'y pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts Statement to

Att'y  
@

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
 )  
Plaintiff, ) No. 05-1299-CD  
 )  
vs. )  
 )  
SAMUEL T. STANTON, )  
 )  
Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$33,368.47 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 32,292.31
Interest from 8/9/05 to 1/5/06 @ \$4.8527 per diem.....	\$ 727.91
Late Charges from 8/05 to 12/05 @ \$20.00/mo.....	\$ 100.00
Attorney's fees and charges through 1/5/06.....	\$ 248.25
<b>*TOTAL</b>	<b>\$ 33,368.47</b>

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

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC Bank, . c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendant: Samuel T. Stanton, 829 Maple Avenue, Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

TO: Samuel T. Stanton  
829 Maple Avenue  
Dubois, PA 15801

DATE OF NOTICE: December 22, 2005

IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.

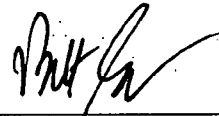
  
Brett A. Solomon, Esquire  
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Samuel T. Stanton, by depositing thereof in the United States mail, first class postage prepaid, on the 22<sup>nd</sup> day of December 2005, at the following address:

Samuel T. Stanton,  
829 Maple Avenue  
Dubois, PA 15801


TUCKER ARENSBERG, P.C. :

A handwritten signature in black ink, appearing to read "Brett A. Solomon", is written over a horizontal line.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-12 <sup>2</sup> 99-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

 COPY

**NOTICE OF JUDGMENT**

TO: Samuel T. Stanton  
829 Maple Avenue  
Dubois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on  
January 13, 2006, in the amount of \$33,368.47 plus continuing interest at the  
contract rate together with costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1299-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

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

  
Brett A. Solomon, Esquire

Sworn to and subscribed before me this

6<sup>th</sup> day of January 2006.

  
Notary Public

BF 264829

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Melissa Szalkay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Oct. 31, 2009  
Member, Pennsylvania Association of Notaries



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

PNC Bank, National Association  
Plaintiff(s)

No.: 2005-01229-CD

Real Debt: \$33,368.47

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Samuel T. Stanton  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 13, 2006

Expires: January 13, 2011

Certified from the record this 13th day of January, 2006.


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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION

CIVIL DIVISION,

Plaintiff,

No. 05-12<sup>2</sup>99-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

SAMUEL T. STANTON,

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

Defendant.

Counsel of record for this party:

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

**FILED** ICC & Notice  
m 11:35 AM to Def.  
JAN 13 2006 Atty pd. 20.00

William A. Shaw  
Prothonotary/Clerk of Courts Statement to

Atty  
ER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff, ) No. 05-1299-CD  
vs. )  
SAMUEL T. STANTON, )  
Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

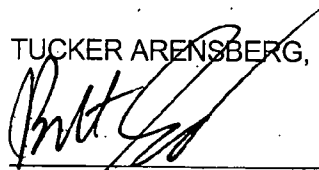
Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$33,368.47 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 32,292.31
Interest from 8/9/05 to 1/5/06 @ \$4.8527 per diem.....	\$ 727.91
Late Charges from 8/05 to 12/05 @ \$20.00/mo.....	\$ 100.00
Attorney's fees and charges through 1/5/06.....	\$ 248.25
<b>*TOTAL</b>	<b>\$ 33,368.47</b>

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

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC Bank, c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendant: Samuel T. Stanton, 829 Maple Avenue, Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 05-1229-CD

vs.

SAMUEL T. STANTON,

Defendant.

TO: Samuel T. Stanton  
829 Maple Avenue  
Dubois, PA 15801

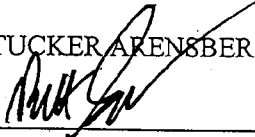
DATE OF NOTICE: December 22, 2005

IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.

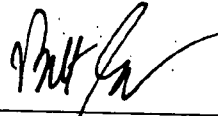
  
Brett A. Solomon, Esquire  
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Samuel T. Stanton, by depositing thereof in the United States mail, first class postage prepaid, on the 22<sup>nd</sup> day of December 2005, at the following address:

Samuel T. Stanton  
829 Maple Avenue  
Dubois, PA 15801

TUCKER ARENSBERG, P.C.



---

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

**COPY**

Prothonotary

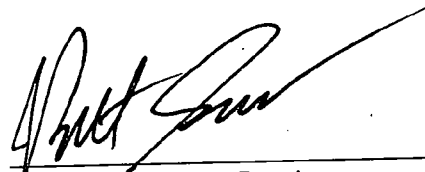
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
Plaintiff, ) No. 05-1299-CD  
vs. )  
SAMUEL T. STANTON, )  
Defendant. )

AFFIDAVIT OF NON-MILITARY SERVICE


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

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

  
Brett A. Solomon, Esquire

Sworn to and subscribed before me this


6<sup>th</sup> day of January 2006.

  
Notary Public

BF 264829

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Melissa Szalkay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Oct. 31, 2009  
Member, Pennsylvania Association of Notaries

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

 COPY

PNC Bank, National Association  
Plaintiff(s)

No.: 2005-01229-CD

Real Debt: \$33,368.47

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 13, 2006

Expires: January 13, 2011

Vs.

Samuel T. Stanton  
Defendant(s)

Certified from the record this 13th day of January, 2006.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

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

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

**FILED** *no cc*  
*m/12:56/37*  
**APR 19 2006** *(5)*

William A. Shaw  
Prothonotary/Clerk of Courts

Plaintiff,

**VS.**

SAMUEL T. STANTON,

**Defendants.**

CIVIL DIVISION

No. 05-1229-CD

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

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

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

SAMUEL T. STANTON

829 Maple Avenue  
Dubois, PA 15801

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

PNC BANK, NATIONAL ASSOCIATION

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

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

PNC BANK, NATIONAL  
ASSOCIATION

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

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TOWNSHIP OF SANDY

c/o Leann Collins, Tax Collector  
P.O. Box 252  
DuBois, PA 15801

DUBOIS AREA SCHOOL  
DISTRICT

c/o Leann Collins, Tax Collector  
P.O. Box 252  
DuBois, PA 15801

COMMONWEALTH OF PA  
DEPARTMENT OF REVENUE

P.O. Box 2675  
Harrisburg, PA 17105

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

TAMMY L. SARVEY

829 Maple Avenue  
DuBois, PA 15801

MICHAEL M. VIDA, III

829 Maple Avenue  
DuBois, PA 15801

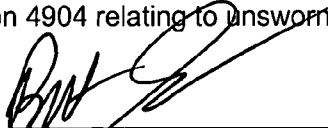
JASON W. WITHERITE

829 Maple Avenue  
DuBois, PA 15801

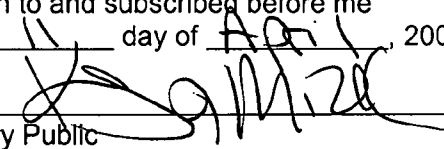
The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity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

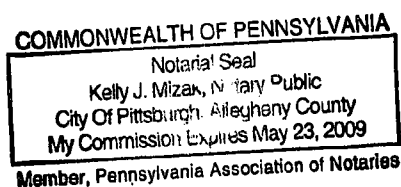
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 4-11-06

By:   
Brett A. Solomon, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 11 day of April, 2006.

  
Notary Public  
My Commission Expires:  
BF 272476



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendant.

CIVIL DIVISION

No. 05-1229-CD

MOTION FOR ALTERNATE  
SERVICE ORDER

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, PA 15222  
(412) 566-1212

FILED <sup>100</sup>  
MAY 11 11:16 AM  
MAY 31 2006 <sup>Any</sup> <sub>cc</sub>

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendant.

CIVIL DIVISION

No. 05-1229-CD

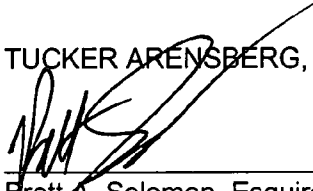
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the within Motion was served on Defendant, Samuel T. Stanton, on the 9th day of May, 2006, by first class, postage prepaid, U.S.

Mail, as follows:

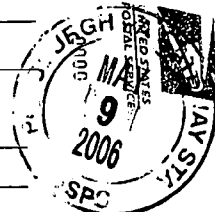
Samuel T. Stanton  
829 Maple Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

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

BF-274436

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Tucker Arensberg, P.C.	
1500 One PPG Place	
Pittsburgh, PA 15222	
One piece of ordinary mail addressed to:	
Samuel T. Stanton	
829 Maple Avenue	
DuBois, PA 15801	



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL	)	CIVIL DIVISION
ASSOCIATION,	)	
	)	No. 05-1229-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**MOTION FOR ALTERNATE SERVICE ORDER**

AND NOW COMES the Plaintiff, PNC Bank, National Association, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for an Order for Alternate Service pursuant to Pa. R.C.P. No. 430, stating as follows:

1. Plaintiff filed its Complaint in Mortgage Foreclosure on August 17, 2005.
2. The Complaint seeks entry of Judgment in Foreclosure on certain real estate known as 829 Maple Avenue, DuBois, Pennsylvania 15801 ("**Mortgaged Premises**").
3. The Complaint was served on Defendant on August 31, 2005 at the Mortgaged Premises. A copy of the Sheriff's Return of Service, is attached hereto and incorporated herein as Exhibit "A".
4. A judgment in mortgage foreclosure was subsequently entered against the Defendant in this action and a sheriff sale was scheduled for May 5, 2006.
5. On or about February 27, 2006, Plaintiff delivered to the Sheriff of Clearfield County, Pennsylvania, the Writ and Notice of Sale and direction card for service of Defendant at the Mortgaged Premises.

6. The Sheriff of Clearfield County attempted to serve the Defendant with the Writ and Notice at the Mortgaged Premises but indicated that he was unable to complete service because the Defendant would not answer.

7. On or about March 7, 2006, the Plaintiff attempted to serve Defendant with the Writ of Execution and Notice of Sheriff Sale at the Mortgaged Premises by certified mail return receipt requested.

8. The Postmaster of DuBois, Pennsylvania attempted to serve the Defendant with the Writ and Notice at the Mortgaged Premises but was unable to deliver these documents because they were not claimed. A copy of the certified letter marked "Unclaimed" is attached hereto and incorporated herein as Exhibit "B".

9. On or about March 28, 2006, the Plaintiff requested a Freedom of Information Search from the DuBois Pennsylvania Postmaster for Defendant at the Mortgaged Premises. The results of this search indicated that the Mortgaged Premises is "Good as Addressed" for Defendant. A copy of this Freedom of Information Search is attached hereto and incorporated herein as Exhibit "C".

10. A search of several public information databases including LexisNexis and Accurant show that the Mortgaged Premises is good as addressed for Defendant. A copy of an Accurant address search dated May 8, 2006 is attached hereto and incorporated herein as Exhibit "D".

11. A call to the local taxing bodies, including the Clearfield County Treasurer and Tax Claim Bureau, indicate that tax bills are still delivered to the Mortgaged Premises.

12. The Plaintiff has made a good faith effort to locate the Defendant, as demonstrated by the following actions:

- (a) inquiries to the United States postal authorities pursuant to the Freedom of Information Act, 39 C.F.R., Part 265;
- (b) examination of local telephone directories and public information databases for Defendant's address;

- (c) attempting direct calls on the Defendant at the last known telephone number, and;
- (d) attempting to serve Defendant with the Writ and Notice of Sale via personal service and certified mail at the Mortgaged Premises.

Attached hereto marked as Exhibit "E" is the affidavit required by PA. R.C.P. 430 stating the nature and extent of the investigation made by Plaintiff.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Writ of Execution and Notice of Sheriff Sale of Real Estate, and all other pleadings/notices in connection with this foreclosure action requiring personal service, upon the Defendant, Samuel T. Stanton, at the Mortgaged Premises address of 829 Maple Avenue, DuBois, Pennsylvania 15801, by ordinary mail, certified mail, return receipt requested and by posting the Mortgaged Premises.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

By: 

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100740  
NO: 05-1229-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: SAMUEL T. STANTON

COPY

SHERIFF RETURN

NOW, August 31, 2005 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SAMUEL T. STANTON DEFENDANT AT 829 MAPLE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SAMUEL T. STANTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	278154	10.00
SHERIFF HAWKINS	ARENSBERG	278154	64.17

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

EXHIBIT "A"

1500 One PPG Place Pittsburgh, PA 15222

1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document.

2. The second part of the document is an introduction. It provides a brief overview of the document's content and the author's purpose in writing it.

3. The third part of the document is the main body. It contains the main content of the document, which is organized into several sections.

4. The fourth part of the document is a conclusion. It summarizes the main points of the document and provides a final statement or recommendation.

5. The fifth part of the document is a bibliography. It lists the sources of information used in the document.

6. The sixth part of the document is an appendix. It contains additional information that is related to the main content of the document but is not essential to understanding it.

7. The seventh part of the document is a glossary. It defines the key terms and concepts used in the document.

8. The eighth part of the document is an index. It provides a list of the document's contents and their locations, making it easier to find specific information.

9. The ninth part of the document is a list of figures and tables. It provides a list of the figures and tables included in the document, along with their titles and descriptions.

10. The tenth part of the document is a list of references. It provides a list of the references used in the document, along with their titles and authors.

016H16505103

\$04.6401

03/07/2006

77761, word briefly mailed from

UNCLASSIFIED

SECRET

~~Samuel T. Stanton~~

829 Maple Avenue

DuBois, PA 15801

2

2-2-74

11-1-12

**EXHIBIT "B"**

March 28, 2006

U.S. Postmaster  
DuBois, PA 15801

**Request for Address Verification/Change of Address  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address for the following:

Name: Samuel T. Stanton

Address: 829 Maple Avenue, DuBois, PA 15801

NOTE: The name and last known address are required for change of address information.

The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute):  
Not applicable
3. The names of all known parties to the litigation: PNC Bank, National Association v.  
Samuel T. Stanton
4. The court in which the case has been or will be heard: Court of Common Pleas of  
Clearfield County, Pennsylvania
5. The docket or other identifying number if one has been issued: 05-1229-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness):  
Defendant



**WARNING**

The submission of false information either to obtain and use change of address information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment of no more than five years, or both (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

A handwritten signature in black ink, appearing to read "Michael C. Mazack", written over a horizontal line.

Michael C. Mazack  
TUCKER ARENSBERG, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

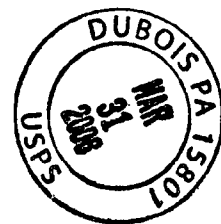
**FOR POST OFFICE USE ONLY**

- ☐ Not known at address given.  
☐ Moved, left no forwarding address.  
☐ No such address.  
☒ Good as addressed

NEW ADDRESS  
NAME & STREET ADDRESS

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

BF 271399



[Main Menu](#) | [My Account](#) | [Print](#) |

People | Businesses | Assets | Licenses | Phones | Courts



Last Name	First Name	Middle Name	SSN
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address	City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
County	Radius		
<input type="text"/>	<input type="text"/>		
Phone	DOB	Age Range	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

☐ Search for other possible name spellings ☐ Include Bankruptcies (Click For Prices)

Output Type: ☒ Formatted HTML ☐ Cut and Paste / Printer Friendly Text (No Reports)

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Search completed

Records: 1 to 4 of 4

Click Icons Below To Run a Report		Export to Excel		Icon Legend		Click Icons Below To Run a Report	
All	Full Name	Age/DOB	Address	Dates	Phone Information		

Export to Excel

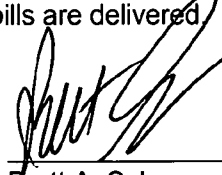
Records: 1 to 4 of 4

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned Notary Public in and for aforesaid Commonwealth and County, did personally appear Brett A. Solomon, Esquire, attorney for PNC Bank, National Association, who being duly sworn according to law, deposes and says the following:

That PNC Bank, National Association:

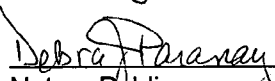
- (1) attempted service of the Writ and Notice of Sale through the Sheriff of Clearfield County, Pennsylvania at the Mortgaged Premises;
- (2) attempted service of the Writ and Notice of Sale via certified mail, return receipt requested at the Mortgaged Premises;
- (3) examination of local telephone directories and public information databases for Defendant's address;
- (4) attempted direct calls on the Defendant at the last known telephone number;
- (5) made inquiries to the U.S. Postal Service for information concerning the forwarding address of the Defendant;
- (6) examined local telephone directories and public address information databases for change of address information, and
- (7) made calls to the Clearfield County Treasurer and Tax Claim Bureau to determine where tax bills are delivered.



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

Sworn to and subscribed  
before me this 9 day

of May, 2006.

  
Notary Public  
My Commission Expires:

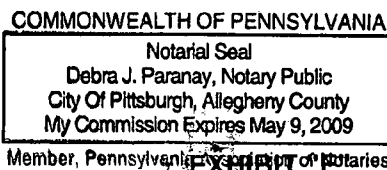


EXHIBIT E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendant.

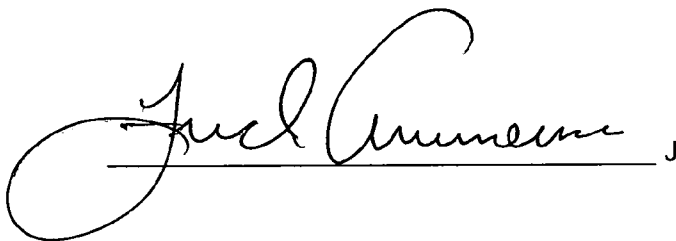
)  
)  
)  
)  
)  
)  
)  
)  
)

CIVIL DIVISION

No. 05-1229-CD

ORDER OF COURT

AND NOW, this 1<sup>ST</sup> day of June, 2006, the within Motion of PNC National Association, is **GRANTED**. It is hereby ORDERED that Plaintiff shall serve Defendant, Samuel T. Stanton, with the Writ of Execution and Notice of Sheriff Sale of Real Estate, and all other pleadings/notices in connection with this foreclosure action requiring personal service, at the Mortgaged Premises address of 829 Maple Avenue, DuBois, Pennsylvania 15801, by ordinary mail, certified mail, return receipt requested and by posting the Mortgaged Premises, by the Sheriff of Clearfield County, completion of the above to be deemed as effecting service on the Defendant, Samuel T. Stanton.

 J.

**FILED** <sup>1cc</sup>  
0/10:04 <sup>301</sup>  
JUN 02 2006 <sup>Any Solomon</sup>  
William A. Shaw  
Prothonotary/Clerk of Courts <sup>618</sup>

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 05-1229-CD

vs.

TYPE OF PLEADING:

SAMUEL T. STANTON,

MOTION TO POSTPONE  
SHERIFF'S SALE WITHOUT  
FURTHER NOTICE OR  
ADVERTISING PURSUANT TO  
P.A.R.C.P. 3129.3

Defendant.

FILED ON BEHALF OF:

PNC Bank, National Association.

Counsel of Record for This Party:

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

FILED <sup>ice</sup>  
JUL 05 2006  
1:10:55 PM  
Amy Solomon  
GLO

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the within Motion was served on Defendant, Samuel T. Stanton, on the 27<sup>th</sup> day of June, 2006, by first class, postage prepaid, U.S. Mail, as follows:

Samuel T. Stanton  
829 Maple Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By: 

\_\_\_\_\_  
Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**MOTION TO POSTPONE SHERIFF'S SALE WITHOUT  
FURTHER NOTICE OR ADVERTISING PURSUANT TO PA.R.C.P. 3129.3**

AND NOW, comes the Plaintiff, PNC Bank, National Association, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for an Order allowing postponement of the Sheriff's Sale without further notice or advertising pursuant to Rule 3129.3 of the Pennsylvania Rules of Civil Procedure and in support of said Motion, avers as follows:

1. The Plaintiff has filed a Complaint in Mortgage Foreclosure relative to real property known as 829 Maple Avenue, DuBois, Pennsylvania 15801 ("Property").
2. A judgment in Mortgage Foreclosure was subsequently entered against the Defendant in this action.
3. The Property was scheduled to be sold at the Clearfield County Sheriff's Sale on May 5, 2006 and was postponed to the July 7, 2006 sale date to give the Plaintiff time to seek an order of court allowing service of the notice of sale by first class and certified mail and by posting the Property.

4. Shortly before the July 7, 2006 sale date, the Plaintiff requested a further postponement to September 1, 2006 to allow the sheriff additional time to post the property with the notice of sale. This postponement is to be announced at the regularly scheduled July 7, 2006 sale.

5. Plaintiff would be unnecessarily prejudiced if required to stay the writ and reissue a new writ for the purpose of new notice and advertising, as Plaintiff would incur new costs in excess of \$1,500.00 along with continuing to carry the amount of principle and interest owed by the Defendant on the note and mortgage being foreclosed.

6. The Plaintiff believes and therefore avers that no other parties will be prejudiced by entry of this Order.

7. Pa.R.C.P. 3129.3(b) allows for a special order of court dispensing with new notice at the discretion of the court.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order allowing Plaintiff to postpone the sale of the Property to September 1, 2006, pursuant to Pa.C.R.P. 3129.3(b), and further, directing the Sheriff to sell the real property on September 1, 2006 without the need of further advertising or further notice.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



---

Brett A. Solomon, Esquire  
Pa. I.D. #83746  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

**ORDER OF COURT**

AND NOW, this 5<sup>th</sup> day of July, 2006, the within Motion of PNC Bank, National Association, is granted. It is hereby ORDERED that Plaintiff is allowed a continuance of the Sheriff's Sale scheduled in the above referenced case to September 1, 2006, without further advertising or any further notice.

Paul E. Cherry

**FILED** 1CS  
013:38/51 Amy Solomon  
JUL 05 2006 CW  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendant.

CIVIL DIVISION

No. 05-1229-CD

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

Filed on behalf of PNC BANK,  
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

**SALE DATE: September 1, 2006**

**FILED** No cc  
MT 11:00 AM  
AUG 31 2006  
William A. Shaw  
Prothonotary/Clerk of Courts


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

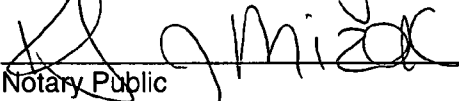
**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANT AND LIEN CREDITORS**

The undersigned does hereby certify that service of the Notice of Sale was completed on Defendant, Samuel T. Stanton, on July 27, 2006 by sending said Notice to Defendant via certified and first class mail and by posting the mortgaged property at 829 Maple Avenue, DuBois, Pennsylvania 15801, pursuant to an Order of Court dated June 1, 2006. Copies of the Certified Mail Receipt (PS Form 3811), Certificate of Mailing (P.S. Form 3817) and the Order of Court are attached hereto as Exhibit "A".

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on Marcy 14, 2006 as evidenced by the certificate of mailing (P.S. Form 3817) attached hereto as Exhibit "B".

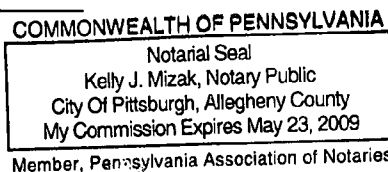
  
\_\_\_\_\_  
Brett A. Solomon, Esquire

Sworn to and subscribed before  
me this 30 day of August, 2006.

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

My Commission Expires:

BF 282511



2006 0100 0000 6670 5354

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

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

**OFFICIAL USE**

MAZACK

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

Postmark  
JUL 7 2006  
DUBOIS PA 15801

Sent To  
 Samuel T. Stanton  
 Street, Apt. No.,  
 or PO Box No. 829 Maple Avenue  
 City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:  
 Tucker Arensberg, P.C.  
 1500 One PPG Place  
 Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
 Samuel T. Stanton  
 829 Maple Avenue  
 DuBois, PA 15801

PS Form 3817, January 2001


MAZACK 0011-12

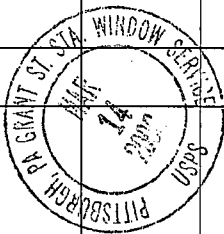
Postmark  
JUL 7 2006  
DUBOIS PA 15801

Prothonotary/  
Clerk of Courts



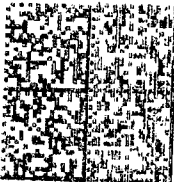
Name and Address of Sender	Tucker Arensberg, P.C. Attn: Michael Mazack 1500 One PPG Place Pittsburgh, PA 15222		Indicate Type of Mail: Registered Insured merchandise COD Certified
	PNC/STANTON 000011/123029		

Line	Article Number	Name of Addressee, Street, and Post Office Address	Weight (lb)	Value (if Registered)	Charge	Postage (if Registered)	Insurance	Signature	Postmaster, Per (Name of receiving Employee)
1		Clearfield County Treasurer Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.37	.30					
2		Clearfield County Tax Claim Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830	.37	.30					
3		Township of Sandy c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801	.37	.30					
4		DuBois Area School District c/o Leann Collins, Tax Collector P.O. Box 252 DuBois, PA 15801	.37	.30					
5		Commonwealth of Pennsylvania Department of Revenue P.O. Box 2675 Harrisburg, PA 17105	.37	.30					
Total Number of Pieces Listed by Sender			5						
Total Number of Pieces Received at Post Office			5						
Postmaster, Per (Name of receiving Employee)									



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See *Domestic Mail Manual* R900, S913 and S921 for limitations of coverage on Insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

015H16505103  
\$01500  
03/14/2006  
Mailed From 15222  
US POSTAGE



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

829 Maple Avenue  
Dubois, PA 15801  
(Township of Sandy)  
Tax Parcel I.D. No. 128-C04-425-00003

**FILED** *Any pd 2000*  
*m/11:05/81*  
**FEB 27 2006** *10096 writs*  
*to staff*

William A. Shaw  
Prothonotary/Clerk of Courts

PNC BANK, NATIONAL ASSOCIATION.

vs.

**Defendants.**

No. 05-1229-CD

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

) CIVIL DIVISION

) No. 05-1229-CD

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

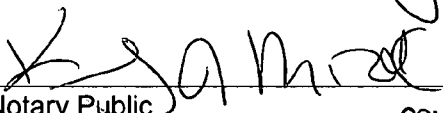
) SS:

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

  
Brett A. Solomon

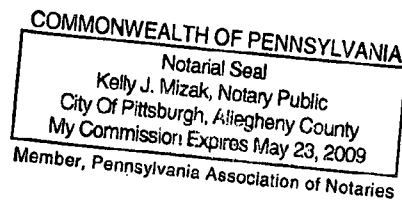
Sworn to and subscribed before me

this 20 day of February, 2006.

  
Notary Public

My Commission Expires:

BF 265460



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendants.	)	

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

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

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

SAMUEL T. STANTON	829 Maple Avenue Dubois, PA 15801
-------------------	--------------------------------------

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

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

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

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

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER      Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY TAX CLAIM      Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TOWNSHIP OF SANDY      c/o      Leann Collins, Tax Collector  
P.O. Box 252  
DuBois, PA 15801

DUBOIS AREA SCHOOL DISTRICT      c/o      Leann Collins, Tax Collector  
P.O. Box 252  
DuBois, PA 15801

COMMONWEALTH OF PA      P.O. Box 2675  
DEPARTMENT OF REVENUE      Harrisburg, PA 17105

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

UNKNOWN

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

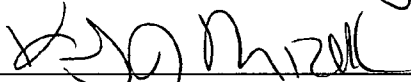
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 2-20-06

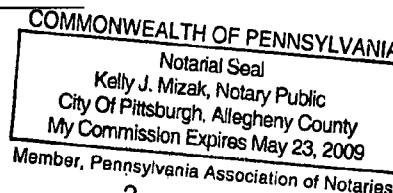
By: 

Brett A. Solomon, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me  
this 20 day of February 2006.



Notary Public  
My Commission Expires:  
BF 265460



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

) CIVIL DIVISION  
)  
)  
) No. 05-1229-CD  
)  
)  
)  
)  
)  
)

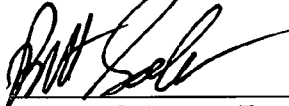
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

SS:

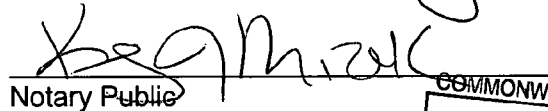
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to the Defendant on or about July 13, 2005.

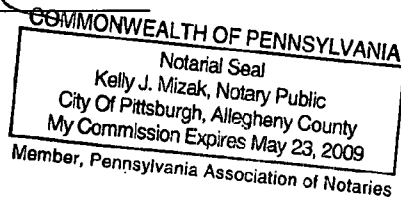


Brett A. Solomon, Esquire

Sworn to and subscribed before me  
this 20 day of February, 2006.

  
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

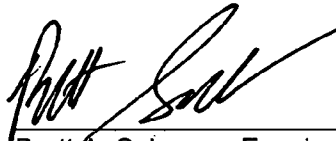
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

SS:

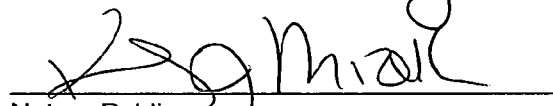
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendant on or about July 13, 2005.

  
Brett A. Solomon, Esquire

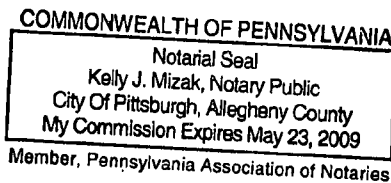
Sworn to and subscribed before me

this 20 day of February, 2006.

  
Notary Public

My Commission Expires:

BF 265460



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

vs.

SAMUEL T. STANTON,

Defendants.

CIVIL DIVISION

No. 05-1229-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL  
ASSOCIATION, Plaintiff

Counsel of record for this party:

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



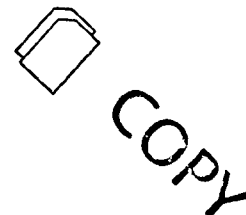
**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

PNC Bank, National Association

Vs.

NO.: 2005-01229-CD

Samuel T. Stanton

 COPY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from SAMUEL T. STANTON, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....\$33,368.47  
INTEREST from 1/6/06 through  
4/30/06 at \$4.8527 per diem:.....\$562.91  
FORECLOSURE FEES:.....\$234.38  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/27/2006

PAID:.....\$125.00  
SHERIFF: \$  
LATE CHARGES (\$20.00/mo.  
for 1/06/ to 4/06:.....\$80.00  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

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

\_\_\_\_\_  
Sheriff

Requesting Party: Brett A. Solomon, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 05-1229-CD

vs.

**ASSIGNMENT OF JUDGMENT**

SAMUEL T. STANTON,

Defendant.

Filed on behalf of Plaintiff,  
PNC Bank, National Association

Counsel of record for this party:  
Brett A. Solomon, Esquire  
Pa. I.D. #83746  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

**FILED** *no cc*  
*mt 12:41/51*  
SEP 22 2006 *(initials)*

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION, ) CIVIL DIVISION  
 )  
Plaintiff, ) No. 05-1229-CD  
 )  
vs. )  
 )  
SAMUEL T. STANTON, )  
 )  
Defendant. )

Date of Judgment: January 13, 2006  
Amount of Judgment: \$33,368.47

ASSIGNED TO:

Land Holding, LLC, a Delaware Limited Liability Company,  
a wholly owned subsidiary of PNC Bank, National Association

c/o PNC Realty Services  
Two PNC Plaza, 19<sup>th</sup> Floor  
620 Liberty Avenue  
Pittsburgh, Pennsylvania 15222

ASSIGNMENT OF JUDGMENT

For and in consideration of one dollar (\$1.00) and other good and valuable consideration to Plaintiff, Plaintiff does hereby sell, assign, transfer and set over the above stated judgment, debt, interest and costs, together with all moneys due or to become due thereon, and with full power to collect the same, and all the right, title and interest therein to **LAND HOLDING, LLC**, their heirs and assigns, **WITHOUT RECOURSE**, and hereby authorizes the Prothonotary of said County to enter this assignment of record.

WITNESS, the due execution hereof this 19<sup>th</sup> day of September, 2006.

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Darnella Ganaway

Title: Assistant Vice President

**ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)  
) SS:  
)

On this 19<sup>th</sup> day of September, 2006, before me a notary public, the undersigned officer personally appeared Darnella Ganaway, who acknowledged herself/~~himself~~ to be an Assistant Vice President of PNC Bank, National Association, and that she/he, as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Bank, by herself/~~himself~~ as Assistant Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 (SEAL)  
Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Angela M. Vicario, Notary Public  
McKees Rocks Boro, Allegheny County  
My Commission Expires Apr. 8, 2010  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20290  
NO: 05-1229-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: SAMUEL T. STANTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 02/27/2006

LEVY TAKEN 03/16/2006 @ 12:30 PM

POSTED 03/16/2006 @ 12:30 PM

SALE HELD 09/01/2006

SOLD TO LAND HOLDING, LLC  
C/O PNC REALTY SERVICES

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 10/02/2006

DATE DEED FILED 10/02/2002

PROPERTY ADDRESS 829 MAPLE AVENUE DUBOIS , PA 15801

**FILED**  
03/26/06  
OCT 02 2006

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

08/14/2006 @ SERVED SAMUEL T. STANTON

SERVED SAMUEL T. STANTON, DEFENDANT, BY CERT & REG MAIL PER COURT ORDER TO 829 MAPLE AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70050390000372352022. CERT MAIL RETURNED 8/18/06 AND REG MAIL RETURNED 8/17/06

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

07/27/2006 @ 1:45 PM SERVED SAMUEL T. STANTON

SERVED SAMUEL T. STANTON, DEFENDANT, BY POSTING THE PREMISES PER COURT ORDER.

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

@ SERVED

NOW, APRIL 28, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF'S SALE SCHEDULED FOR MAY 5, 2006 TO JULY 7, 2006.

@ SERVED

NOW JUNE 1, 2006 RECEIVED A COURT ORDER FOR SERVICE BY REGULAR AND CERTIFIED MAIL.

@ SERVED

NOW, JULY 6, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF'S SALE SCHEDULED FOR JULY 7, 2006 TO SEPTEMBER 1, 2006.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20290  
NO: 05-1229-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION  
vs.  
DEFENDANT: SAMUEL T. STANTON

Execution REAL ESTATE

SHERIFF RETURN

---


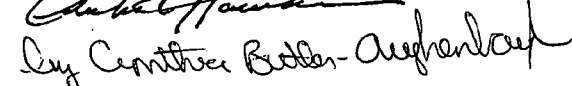
SHERIFF HAWKINS \$382.64

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

PNC Bank, National Association

Vs.

NO.: 2005-01229-CD

Samuel T. Stanton

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from SAMUEL T. STANTON, Defendant(s):

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

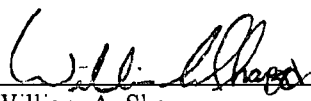
Garnishee(s) as follows:

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

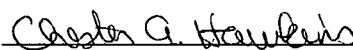
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$33,368.47  
INTEREST from 1/6/06 through  
4/30/06 at \$4.8527 per diem:.....\$562.91  
FORECLOSURE FEES:.....\$234.38  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/27/2006

PAID:.....\$125.00  
SHERIFF: \$  
LATE CHARGES (\$20.00/mo.  
for 1/06/ to 4/06:.....\$80.00  
OTHER COSTS: \$

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 27<sup>th</sup> day  
of February A.D. 2006  
At 3:30 A.M./P.M.

  
\_\_\_\_\_  
Sheriff Sgt. Cynthia Butler-Aughenbaugh

Requesting Party: Brett A. Solomon, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 566-1212



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SAMUEL T. STANTON

NO. 05-1229-CD

NOW, October 02, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 01, 2006, I exposed the within described real estate of Samuel T. Stanton to public venue or outcry at which time and place I sold the same to LAND HOLDING, LLC C/O PNC REALTY SERVICES he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	11.36
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	101.46
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$382.64</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	33,368.47
INTEREST @ %	0.00
FROM TO 09/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	80.00
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	234.38
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	562.91
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$34,265.76</b>

**COSTS:**

ADVERTISING	882.30
TAXES - COLLECTOR	639.26
TAXES - TAX CLAIM	1,585.03
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	382.64
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	709.56
<b>TOTAL COSTS</b>	<b>\$4,623.29</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**TUCKER ARENSBERG**  
Attorneys

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

April 28, 2006

VIA FACSIMILE AT (814) 765-5915  
AND FIRST CLASS MAIL

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

Re: PNC Bank, National Association v. Samuel T. Stanton  
Case No. 05-1229-CD

Dear Sheriff:

Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. Pursuant to our conversation, this letter shall serve to memorialize our request to postpone the sheriff sale that is currently scheduled for May 5, 2006 to the July 7, 2006 sale date to provide us time to seek an order of court allowing service of the notice of sale by mail and by posting.

Please announce this postponement at the time of the May 5, 2006 sale.

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

Very truly yours,

TUCKER ARENSBERG, P.C.



Michael C. Mazack, Paralegal

/mcm

BF 273782



July 6, 2006

VIA FACSIMILE AT (814) 765-5915

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

Re: PNC Bank, National Association v. Samuel T. Stanton  
Case No. 05-1229-CD

Dear Sheriff:


Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. Pursuant to our conversation, this letter shall serve to memorialize our request to postpone the sheriff sale that is currently scheduled for July 7, 2006 to the September 1, 2006 sale date. A motion allowing this additional postponement was presented today. I will forward a copy of the order approving this postponement to you once we receive it.

Please announce this postponement at the time of the July 7, 2006 sale.

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

Very truly yours,

TUCKER ARENSBERG, P.C.



Michael C. Mazack, Paralegal

/mcm

9F 278647

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL  
ASSOCIATION,

Plaintiff,

**VS.**

SAMUEL T. STANTON,

Defendant.

) CIVIL DIVISION  
)  
) No. 05-1229-CD  
)  
)  
)  
)  
)  
)  
)

**ORDER OF COURT**

AND NOW, this 1<sup>st</sup> day of June, 2006, the within Motion of PNC

National Association, is **GRANTED**. It is hereby ORDERED that Plaintiff shall serve Defendant, Samuel T. Stanton, with the Writ of Execution and Notice of Sheriff Sale of Real Estate, and all other pleadings/notices in connection with this foreclosure action requiring personal service, at the Mortgaged Premises address of 829 Maple Avenue, DuBois, Pennsylvania 15801, by ordinary mail, certified mail, return receipt requested and by posting the Mortgaged Premises, by the Sheriff of Clearfield County, completion of the above to be deemed as effecting service on the Defendant, Samuel T. Stanton.

/s/ Fredric J. Ammerman

J

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

JUN 02 2006

Attest.

William L. Shaw  
Prothonotary/  
Clerk of Courts

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

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 05-1229-CD
	)	
vs.	)	
	)	
SAMUEL T. STANTON,	)	
	)	
Defendant.	)	

ORDER OF COURT

AND NOW, this 5<sup>th</sup> day of July, 2006, the within Motion of PNC Bank, National Association, is granted. It is hereby ORDERED that Plaintiff is allowed a continuance of the Sheriff's Sale scheduled in the above referenced case to September 1, 2006, without further advertising or any further notice.

/s/ Paul E. Cherry

J.

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

JUL 05 2006

Attest.

*William D. Allen*  
Prothonotary/  
Clerk of Courts



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

*rec 8/17/06*



Hasler

018H16505405

\$00.630

08/14/2006

Mailed From 16830

US POSTAGE

SAMUEL T. STANTON  
829 MAPLE AVENUE  
DUBOIS, PA 15801

STANTON 158012004 1506 02 08/16/06  
RETURN TO SENDER  
STANTON MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

15801+2803-23 C002

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, POSTAGE PLACE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

SAMUEL TESTANTON  
829 MAPLE AVENUE  
DUBOIS, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒ Addressee

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

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

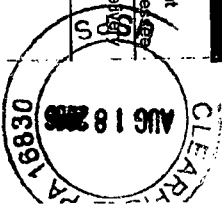
2. Article Number  
(Transfer from service label)

7005 0390 0003 7235 2022

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



PA  
8/16/06



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



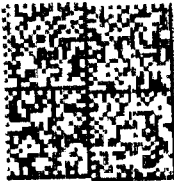
7005 0390 0003 7235 2022

016H16505405

\$04.88

08/14/2006  
Mailed From 16830  
US POSTAGE

Hasler



2m

SAMUEL T. STANTON  
829 MAPLE AVENUE  
DUBOIS, PA 15801

STANTON 15801 2004 1504 02 08/15/06  
RETURN TO SENDER  
STANTON  
MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

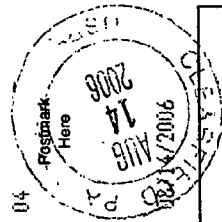
16830-2438-01 0002

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

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

DP 8015-PA 15801  
**OFFICIAL USE**

Postage	\$	\$0.63	0830
Certified Fee		\$2.40	04
Return Receipt Fee (Endorsement Required)		\$1.85	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$4.88	



Sent To

SAMUEL T. STANTON  
Street, Apt. No.,  
or PO Box No. 829 MAPLE AVENUE  
City, State, ZIP+4 DUBOIS, PA 15801

7005 0390 0003 7235 2022