

05-1303-CD

Bank of America vs K. Luchini

Bank of America et al vs Kenneth A. Luchini
2005-1303-CD

FILED

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

AUG 26 2005
M 11:30 AM
William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO SUPER
1 CERT TO APL

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

VS.
KENNETH A. LUCHINI
RR 2, BOX 123A
DU BOIS, PA 15801
DEFENDANT

NO. 2005-1303-C
COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

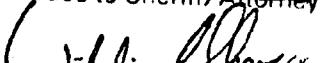
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense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

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 5982

12-07-2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


Deputy Prothonotary

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
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NC 4-105-02-63
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DU BOIS, PA 15801
DEFENDANT

NO.
COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America s/b/m Fleet National Bank, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Kenneth A. Luchini, (hereinafter referred to as "Defendant") is an adult individual residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendant and itself as Mortgagee. The Mortgage, dated June 30, 2004, was recorded on August 4, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument ID No. 200412668. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendant on June 30, 2004 in the original principal amount of \$12,500.00 payable to Plaintiff in monthly installments with an interest rate of 6.25%.

5. The land subject to the mortgage is RR 2, Box 123A, Du Bois, PA 15801. A copy of the Legal Description is attached as Exhibit 'B'.
6. The Defendant is the record owner of the mortgaged property located at RR 2, Box 123A, Du Bois, PA 15801.
7. The Mortgage is now in default due to the failure of Defendant to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$12,279.60
Interest to 8/25/2005	491.88
Accumulated Late Charges	45.00
Other Fees Due	50.00
Cost of Suit and Title Search	550.00
Attorney's Fees	1,000.00
TOTAL	\$14,416.48

plus interest from 8/26/2005 at \$2.19 per day, costs of suit and attorney fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on July 14, 2005. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$14,416.48 together with the interest from 8/26/2005 at \$2.19 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

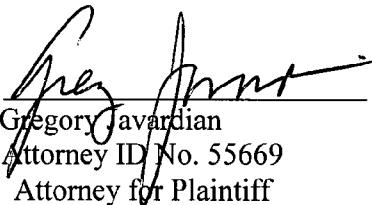
BY: 
Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

00000000-6816-00122-3-04/265

If property is located in PENNSYLVANIA:
This is an open-end mortgage to secure future
advances under, 42 Pa. C.S.A. 8143.

If property is located in RHODE ISLAND:
This is an open-end mortgage to secure present
and future loans under Chapter 25 of Title 34.

Fleet Bank

Open-End Mortgage

(for use in CT, FL, MA, ME,
PA, and RI)

Maximum Principal Sum: U.S. \$
\$12,500.00

Maturity Date:
JUNE 30, 2024

Borrower(s)/Mortgagor(s):
KENNETH A LUCHINI

At the option of the Lender the Maturity Date may
be extended to: JUNE 30, 2034

Property Address:
RR 2 BOX 123A
DU BOIS, PENNSYLVANIA 15801

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS**
315 COURT STREET, P.O. BOX 3092
UTICA, NY 13502

BORROWER has entered into a Fleet Line Agreement ("Agreement") with Lender, dated the same date as this Mortgage, which is a consumer revolving loan agreement that provides for an open-end credit plan (as defined in the Truth in Lending Act). Under the Agreement, Borrower may obtain advances (including re-advances of any repaid principal) and is indebted to Lender for all amounts advanced and outstanding from time to time. All amounts advanced under the Agreement or this Mortgage, if not sooner paid, are due and payable at the Maturity Date. The maximum principal amount that is or may be secured by this Mortgage at any time and from time to time shall not exceed the Maximum Principal Sum shown above.



Record and Return To:
Integrated Loan Services
27 Impwood Road
Rocky Hill, CT 06067

LUCHINI, KENNETH A

34.50

TO SECURE to Lender the repayment of the indebtedness evidenced by the Agreement, together with interest thereon, and all renewals, extensions, and conversions of or modifications to the Agreement; the payment of all other sums provided in the Agreement or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Agreement, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to and not exclusive of rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by this Mortgage and any other charges due under the Agreement.
- 2. Application of Payments.** Unless otherwise provided in the Agreement or required by applicable law, all payments received by Lender shall be applied first to billed finance charges, then to other charges that have not been added to principal, then to principal, and finally to unbilled finance charges.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus the Maximum Principal Sum; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) such amount as may be required by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligation under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interest of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

7. **Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Agreement; and (b) any notice required or permitted to be given to Lender under this Mortgage (including notices given pursuant to Pennsylvania Consolidated Statutes Annotated, title, 42, Section 8143 or to Rhode Island G.L. 34-25-10(b) and 34-25-11, if applicable) shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Agreement conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Agreement that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Agreement are declared to be severable.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

14. Events of Default. Borrower shall be in default under this Mortgage on the occurrence of any of the following events: (a) failure by Borrower to pay when due any amount owing under the Agreement or this Mortgage if the failure continues for twenty-one (21) days after written notice of the failure is mailed to the Borrower (if the Property is located in Maine, such notice will not be sent until at least 10 days after the payment is due; if the Property is located in Connecticut, this Mortgage is subject to one or more prior mortgages, and there were loan fees, points, or other prepaid finance charges imposed in connection with the Agreement, such notice will not be sent until at least 39 days after the payment is due); (b) Borrower makes any fraudulent statement or material misrepresentation in connection with the Agreement or this Mortgage; (c) any action or inaction on Borrower's part adversely affects the Property or the Lender's rights in the property (e.g., a transfer of title to or sale of an interest in the Property without the Lender's consent; failure to maintain insurance or pay taxes on the Property; action by the Borrower resulting in the filing of a mortgage or lien that is or becomes senior to Lender's Mortgage; action by the Borrower that jeopardizes the Lender's security for future advances; death of all individuals obligated on the Agreement; a taking of the Property by eminent domain; foreclosure by a prior lienholder; or if the Lender's security interest is adversely affected due to: (i) waste, destructive use of or Borrower's failure to maintain the Property; (ii) Borrower's illegal use of the Property that subjects it to seizure; (iii) the filing of a judgement against Borrower; (iv) death of one of the joint obligors on the Agreement (except that this event of default shall not apply if the Property is located in Connecticut); or (v) Borrower's moving out of the Property and failing to return within twenty-one (21) days after written notice is mailed to the Borrower).

15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Waiver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

18. Release. Until all amounts secured are paid in full and the Agreement is canceled, this Mortgage will remain in effect, even though the loan balance may be reduced to zero from time to time. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when: (a) all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage; and (b) the Lender has no continuing obligation to make additional advances.

19. New York Lien Law. If the Agreement and Mortgage are governed by New York law, the Borrower will receive all amounts advanced under the Agreement subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will use any money received from the Lender under the Agreement for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 30TH day of JUNE (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

Frances Miller

(Signature of Witness One)

Printed Name:

Debra J. Hoffer

(Signature of Witness Two)

Printed Name:

Karl

(Mortgagor/Borrower Signature)

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Mortgagor/Borrower
Printed Name:

(Signature of Witness Two)

Printed Name -

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS

Date: June 30, 2004

On this 30TH day of JUNE, 2004, the undersigned notary public, personally appeared

KENNETH A. LUCHINI

proved to me through satisfactory evidence of identification, which were

proved to me through satisfactory evidence of identification, which were _____, respectively, to be the individual(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose.

Notary Public
Print Name: _____
My Commission Expires: _____

NOTARIAL SEAL
MELISSA LUCHINI, Notary Public
City of St. Marys, Elk County
My Commission Expires Feb. 25, 2008

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21500E Rev. 05/2014

Page 6 of 7

NOTARIAL SEAL
MELISSA A. LUCHINI, Notary Public
City of St. Marys, Elk County
My Commission Expires Feb. 28, 2008

00000000 6816 00138 3 04/265

**EXHIBIT A
TO
MORTGAGE**

Borrower(s)/Mortgagor(s):

KENNETH A LUCHINI

Date of Mortgage:

JUNE 30, 2004

Mortgagee:

FLEET NATIONAL BANK, PRINCIPALLY
LOCATED IN RHODE ISLAND

Property Address:

RR 2 BOX 123A
DU BOIS, PENNSYLVANIA 15801

The Property is located in DU BOIS

Sandy Twp

(city/town),

CLEARFIELD

(county), PENNSYLVANIA

(state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed
recorded among the land records of the County set forth above:

Deed recorded in Inst # 200102318
PARCEL ID 128-D1-16.5

Remit all Legal Documents to: -----

~~Fleet Bank
Consumer Loan Operations, 315 Court Street, P.O. Box 3092
Utica, NY 13502~~

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Name

George Pascarella

Title

Supervisor

Printed Name and Address of Person Who Prepared This Mortgage:

Name: Fleet National Bank, Principally Located in Rhode Island

Address: 70 Batterson Park Road, 1st Floor

City, ST, Zip: Farmington, CT 06032

CLEARFIELD COUNTY RECORDER OF DEEDS

72720042152938

450

**Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830**

000000.6816.00131.3.04/265

***RETURN DOCUMENT TO:**

INTEGRATED LOAN SERVICES

Instrument Number - 200412668

Recorded On 8/4/2004 At 11:56:55 AM

*** Instrument Type - MORTGAGE**

* Total Pages - 8

Total Pages - 6

* Mortgagor - LUCHINI, KENNETH A

MORTGAGEE - EUCERI, KENNETH R.A.
Mortgagor - FLEET NATIONAL BANK

*Mortgagee - FLEET NATIONAL BANK
*Customer - INTEGRATED LOAN SERVICES

IEEECS

<u>FEES</u>	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$34.50

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



Karen J. Stark

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.

EXHIBIT 'B'

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong.

Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

ALSO known as Tax Map D1-16.5 on the Clearfield County Tax Assessment Maps.

EXHIBIT 'C'

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 14, 2005

KENNETH A. LUCHINI
RR 2 BOX 123A
DU BOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 to save your home. This Notice explains how the program works.

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): KENNETH A. LUCHINI
PROPERTY ADDRESS: RR2, BOX 123A, DU BOIS, PA 15801
LOAN ACCT. NO.: 72720042152938
ORIGINAL LENDER FLEET NATIONAL BANK
CURRENT LENDER/SERVICER: BANK OF AMERICA N.A.

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 and sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: RR 2, BOX 123A, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT BECAUSE:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS FOR THE FOLLOWING MONTHS AND THE FOLLOWING AMOUNTS ARE NOW PAST DUE: 2/14/05 through 7/14/05.

B.

Monthly Payments Plus Late Charges:	\$ 412.49
TOTAL:	\$ 412.49

B. ACTIONS (Do not use if not applicable): N/A

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 \$412.49 PLUS ANY PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, Attention: Donna Card, 4161 Piedmont Parkway, Greensboro, NC 27410.

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

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 attorney to start legal action to foreclosure upon your mortgage 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Bank of America
Address: NC4-105-02-48, 4161 Piedmont Parkway
City and State: Greensboro, NC 27410
Tel no. 1-800-588-5402
Contact: Donna Card

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 or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

Gregory Jordan
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Scott Walter, Attorney in Fact

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

CA
FILED ^{cc}
09-31-05 Atty
DEC 14 2005 Javardian

William A. Shaw
Prothonotary/Clerk of Courts

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

No.: 2005-1303-CD

KENNETH A. LUCHINI

**ORDER GRANTING ALTERNATIVE SERVICE PURSUANT
TO PENNSYLVANIA R.C.P. 430**

This matter being opened to the court by Gregory Javardian, Esquire, attorney for Plaintiff, upon Motion for Order Granting Alternative Service, pursuant to Pennsylvania R.C.P. 430, and the Court having reviewed and considered the pleadings submitted in connection with this matter, and for good cause shown:

IT IS on this 12 day of December, 2005, ORDERED that the Motion for Alternative Service by service of the Complaint in Mortgage Foreclosure by posting the premises, RR2, BOX 123A, DU BOIS, PA 15801 and by regular and certified mail to the Defendant, KENNETH A. LUCHINI'S, last known address, is hereby GRANTED.

BY THE COURT


J.

FILED *cc*
m 12/11/05 Atty
DEC 09 2005
60

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

vs.

KENNETH A. LUCHINI

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2005-1303-CD

MOTION FOR ALTERNATIVE SERVICE PURSUANT
TO PENNSYLVANIA R.C.P. 430

TO THE HONORABLE JUDGES OF SAID COURT:

AND NOW, comes Plaintiff, by its attorney, Gregory Javardian, Esquire and moves this Honorable Court to permit Plaintiff to obtain Alternative Service and seek an Order permitting service to be effectuated upon the Defendant, KENNETH A. LUCHINI, by posting a copy of the Complaint and all subsequent pleadings upon the property located at RR2, BOX 123A, DU BOIS, PA 15801, and by regular and certified mail pursuant to Pennsylvania Rule of Civil Procedure 430 and avers support thereof:

1. Plaintiff filed a Civil Action Complaint against Defendant on AUGUST 26, 2005.
2. The Defendant is the owner and mortgagor of the property RR2, BOX 123A, DU BOIS, PA 15801.
3. Plaintiff, BANK OF AMERICA S/B/M FLEET NATIONAL BANK, is the Mortgagee on said property.
4. Plaintiff has attempted to effectuate service of the Civil Action Complaint pursuant to Pennsylvania Rule of Civil Procedure 430 upon the Defendant, KENNETH A. LUCHINI at the property known as RR2, BOX 123A, DU BOIS, PA 15801. Our office has been advised by the Sheriff's Office that the Defendant was not served after several attempts. To date we have not received a copy of the Sheriff Return. Our office has attempted to obtain a copy however, the Sheriff's

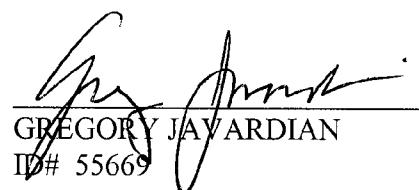
Office has indicated they are very backed up and it will take several weeks for their office to sign off on it.

5. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant including the following:
 - A. A process server contacted Directory Assistance and examined local internet telephone directories which indicated there is an unlisted number for the Defendant in or around the Du Bois area. The Process server attempted to contact the Defendant by trying a number our office provided. Messages were left with no response.
 - B. Postmaster Letter returns indicated no change of address from the property. The postal also indicated the 911 address is 555 Beers Road, Du Bois, PA 15801.
 - C. A Process server examined local tax records and found the tax bill is mailed to the property.
 - D. A process server examined Voter Registration records and found the Defendant is not registered.
 - E. All addresses given have been attempted for service for the Complaint in Mortgage Foreclosure on Defendant.

6. Pennsylvania Rule of Civil Procedures 430 permits service of process in Mortgage Foreclosure Actions by regular and certified mail to Defendant's last known address.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order permitting service upon said Defendant, KENNETH A. LUCHINI, by posting a copy of the Civil Action Complaint and all subsequent pleadings on the property known as RR2, BOX 123A, DU BOIS, PA 15801, and by regular and certified mail, return receipt requested.

Law Offices of Gregory Javardian



GREGORY JAVARDIAN
ID# 55669

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

vs.

KENNETH A. LUCHINI

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 2005-1303-CD

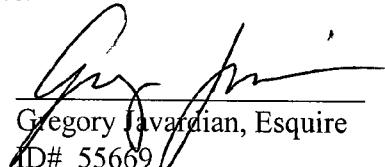
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS:

I, Gregory Javardian, Esquire, being duly sworn according to law, hereby depose and say that the facts set forth in the foregoing Motion for Alternative Service are true and correct to the best of my knowledge, information and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.



Gregory Javardian, Esquire
ID# 55669

LARRY DEL VECCHIO
PROCESS SERVER FOR
GREGORY JAVARDIAN, ESQUIRE
P.O. BOX 3221
WARMINSTER, PA 18974
(215) 442-5668
(215) 442-9727 FAX

Bank of America et al : COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
VS. : NO. 2005-1303-CD
KENNETH A. LUCHINI :
:

LAST KNOWN ADDRESS: RR2, Box 123A, Du Bois, PA 15801

AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)

I hereby certify that on September 29, 2005, a good faith effort was made to discover the correct address of said defendant (s), by:

1. Inquiry of Postal authority;

Postal authority stated defendant has no change of address. 911 address is 555 Beers Rd., Du Bois, PA 15801

2. Examination of local telephone directories and 411 assistance;

(814) 375-1356, number provided, left messages with no response
There is an unlisted number for the defendant in or around the Du Bois area.

3. Neighbor Contacts:

N/A, RR addresses do not list box numbers

4. Tax Information:

Tax bill is mailed to property, RR2, Box 123A

5. Death Records:

- Social Security has no death records under the defendant's SSN

6. Voter Registration:

Defendant isn't registered..

I certify that this information is true and correct to the best of my knowledge, information and belief.

NOTARY PUBLIC:

Sworn to and described
before me this 28th day

BY: Larry Del Vecchio
Larry Del Vecchio, Process Server

of October 2005.

Maryann Leventhal

NOTARIAL SEAL
MARYANN LEVENTHAL, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires June 2, 2007

mailed
9/29/05

PY

No Response

LARRY DEL VECCHIO
PROCESS SERVER FOR
LAW OFFICES OF GREGORY JAVARDIAN
P.O. BOX 3221. WARMINSTER, PA 18974. (215) 442-5668. FAX (215) 442-9727

Postmaster
Dubois, PA 15801

September 29, 2005

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER
INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Kenneth A. Luchini
Address: RR2, Box 123A
Dubois, PA 15801

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing boxholder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requester: Process Server
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:
Process Server for Law Offices of Gregory Javardian, (Rule 400.1.b)
3. The names of all known parties to this litigation:
Bank of America et al v. Kenneth A. Luchini
4. The court in which the case has been or will be heard:
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
2005-1303-CD
6. The capacity in which this individual is to be served:
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER 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 \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 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.

LARRY DEL VECCHIO
For Law Offices of Gregory Javardian

P.O. Box 3221
Warmsminster, PA 18974

FOR THE POST OFFICE USE ONLY

NO CHANGE OF ADDRESS ORDER ON FILE.

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS :

4 All 555 BEERS RD
ADDRESS

POSTMARK

DUBOIS PA 15801



LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

vs.

KENNETH A. LUCHINI

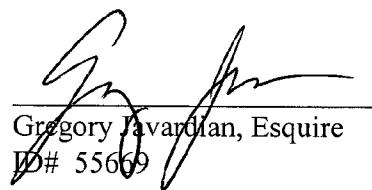
COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 2005-1303-CD

CERTIFICATE OF SERVICE

I, Gregory Javardian, Esquire, counsel for the Plaintiff, hereby certify that a copy of the foregoing Motion for Alternative Service was served on the following persons by first class mail, postage prepaid, on this 8th day of DECEMBER, 2005.

KENNETH A. LUCHINI
RR2, BOX 123A
DU BOIS, PA 15801



Gregory Javardian, Esquire
ID# 55669

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket #

100767

BANK OF AMERICA S/B/M FLEET NATIONAL BANK

Case #

05-1303-CD

vs.

KENNETH A. LUCHINI

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW December 27, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO KENNETH A. LUCHINI, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	27490	10.00
SHERIFF HAWKINS	JAVARDIAN	27489	32.43

Sworn to Before me This

So Answers,

____ Day of _____ 2005

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

*03:30 AM
DEC 27 2005*

William A. Shaw
Prothonotary/Clerk of Courts

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

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

AUG 26 2005

Attest.

Lee L. L.
Prothonotary/
Clerk of Courts

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

VS.

NO. 2005-1303-cp

KENNETH A. LUCHINI
RR 2, BOX 123A
DU BOIS, PA 15801
DEFENDANT

COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

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

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

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 Ext. 5982

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

VS.

NO.

KENNETH A. LUCHINI
RR 2, BOX 123A
DU BOIS, PA 15801
DEFENDANT

COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America s/b/m Fleet National Bank, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Kenneth A. Luchini, (hereinafter referred to as "Defendant") is an adult individual residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendant and itself as Mortgagee. The Mortgage, dated June 30, 2004, was recorded on August 4, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument ID No. 200412668. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendant on June 30, 2004 in the original principal amount of \$12,500.00 payable to Plaintiff in monthly installments with an interest rate of 6.25%.

5. The land subject to the mortgage is RR 2, Box 123A, Du Bois, PA 15801. A copy of the Legal Description is attached as Exhibit 'B'.
6. The Defendant is the record owner of the mortgaged property located at RR 2, Box 123A, Du Bois, PA 15801.
7. The Mortgage is now in default due to the failure of Defendant to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$12,279.60
Interest to 8/25/2005	491.88
Accumulated Late Charges	45.00
Other Fees Due	50.00
Cost of Suit and Title Search	550.00
Attorney's Fees	1,000.00
TOTAL	\$14,416.48

plus interest from 8/26/2005 at \$2.19 per day, costs of suit and attorney fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on July 14, 2005. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$14,416.48 together with the interest from 8/26/2005 at \$2.19 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

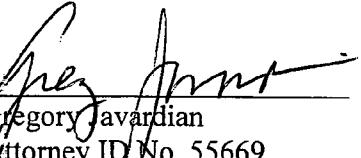
BY: 
Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

00000000 6816 00122 3 04/265

If property is located in PENNSYLVANIA:
This is an open-end mortgage to secure future
advances under, 42 Pa. C.S.A. 8143.

If property is located in RHODE ISLAND;
This is an open-end mortgage to secure present
and future loans under Chapter 25 of Title 34.

Fleet Bank

Open-End Mortgage

(for use in CT, FL, MA, ME,
PA, and RI)

Maximum Principal Sum: U.S. \$
\$12,500.00

Maturity Date:
JUNE 30, 2024

Borrower(s)/Mortgagor(s):
KENNETH A LUCHINI

At the option of the Lender the Maturity Date may
be extended to: JUNE 30, 2034

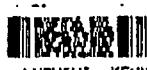
Property Address:
RR 2 BOX 123A
DU BOIS, PENNSYLVANIA 15801

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS**
315 COURT STREET, P.O. BOX 3092
UTICA, NY 13502

BORROWER has entered into a Fleet Line Agreement ("Agreement") with Lender, dated the same date as this Mortgage, which is a consumer revolving loan agreement that provides for an open-end credit plan (as defined in the Truth in Lending Act). Under the Agreement, Borrower may obtain advances (including re-advances of any repaid principal) and is indebted to Lender for all amounts advanced and outstanding from time to time. All amounts advanced under the Agreement or this Mortgage, if not sooner paid, are due and payable at the Maturity Date. The maximum principal amount that is or may be secured by this Mortgage at any time and from time to time shall not exceed the Maximum Principal Sum shown above.



LUCHINI, KENNETH A

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

34.50

TO SECURE to Lender the repayment of the indebtedness evidenced by the Agreement, together with interest thereon, and all renewals, extensions, and conversions of or modifications to the Agreement; the payment of all other sums provided in the Agreement or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Agreement, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to and not exclusive of rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by this Mortgage and any other charges due under the Agreement.
- 2. Application of Payments.** Unless otherwise provided in the Agreement or required by applicable law, all payments received by Lender shall be applied first to billed finance charges, then to other charges that have not been added to principal, then to principal, and finally to unbilled finance charges.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus the Maximum Principal Sum; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) such amount as may be required by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligation under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interest of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

7. **Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Agreement; and (b) any notice required or permitted to be given to Lender under this Mortgage (including notices given pursuant to Pennsylvania Consolidated Statutes Annotated, title. 42, Section 8143 or to Rhode Island G.L. 34-25-10(b) and 34-25-11, if applicable) shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Agreement conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Agreement that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Agreement are declared to be severable.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

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14. Events of Default. Borrower shall be in default under this Mortgage on the occurrence of any of the following events: (a) failure by Borrower to pay when due any amount owing under the Agreement or this Mortgage if the failure continues for twenty-one (21) days after written notice of the failure is mailed to the Borrower (if the Property is located in Maine, such notice will not be sent until at least 10 days after the payment is due; if the Property is located in Connecticut, this Mortgage is subject to one or more prior mortgages, and there were loan fees, points, or other prepaid finance charges imposed in connection with the Agreement, such notice will not be sent until at least 39 days after the payment is due); (b) Borrower makes any fraudulent statement or material misrepresentation in connection with the Agreement or this Mortgage; (c) any action or inaction on Borrower's part adversely affects the Property or the Lender's rights in the property (e.g., a transfer of title to or sale of an interest in the Property without the Lender's consent; failure to maintain insurance or pay taxes on the Property; action by the Borrower resulting in the filing of a mortgage or lien that is or becomes senior to Lender's Mortgage; action by the Borrower that jeopardizes the Lender's security for future advances; death of all individuals obligated on the Agreement; a taking of the Property by eminent domain; foreclosure by a prior lienholder; or if the Lender's security interest is adversely affected due to: (i) waste, destructive use of or Borrower's failure to maintain the Property; (ii) Borrower's illegal use of the Property that subjects it to seizure; (iii) the filing of a judgement against Borrower; (iv) death of one of the joint obligors on the Agreement (except that this event of default shall not apply if the Property is located in Connecticut); or (v) Borrower's moving out of the Property and failing to return within twenty-one (21) days after written notice is mailed to the Borrower).

15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Waiver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

18. Release. Until all amounts secured are paid in full and the Agreement is canceled, this Mortgage will remain in effect, even though the loan balance may be reduced to zero from time to time. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when: (a) all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage; and (b) the Lender has no continuing obligation to make additional advances.

19. New York Lien Law. If the Agreement and Mortgage are governed by New York law, the Borrower will receive all amounts advanced under the Agreement subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will use any money received from the Lender under the Agreement for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose.

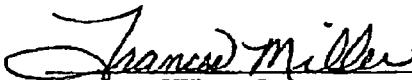
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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

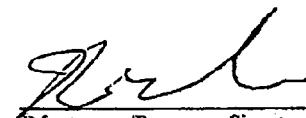
NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 30TH day of JUNE (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.



(Signature of Witness One)

Printed Name:



(Mortgagor/Borrower Signature)

Printed Name: KENNETH A LUCHINI



(Signature of Witness Two)

Printed Name:

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

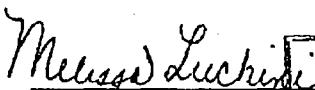
Date: June 30, 2004

On this 30TH day of JUNE, 2004, the undersigned notary public, personally appeared

KENNETH A LUCHINI

proved to me through satisfactory evidence of identification, which were

respectively, to be the individual(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose.

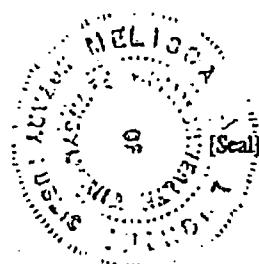


Notary Public

Print Name:

My Commission Expires:

NOTARIAL SEAL	
MELISSA A. LUCHINI, Notary Public	
City of St. Marys, Elk County	
My Commission Expires Feb. 25, 2006	



21500E Rev. 05/2004

Page 6 of 7

NOTARIAL SEAL	
MELISSA A. LUCHINI, Notary Public	
City of St. Marys, Elk County	
My Commission Expires Feb. 25, 2006	

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**EXHIBIT A
TO
MORTGAGE**

Borrower(s)/Mortgagor(s):
KENNETH A LUCHINI

Date of Mortgage:
JUNE 30, 2004

Mortgagor:
FLEET NATIONAL BANK, PRINCIPALLY
LOCATED IN RHODE ISLAND

Property Address:
RR 2 BOX 123A
DU BOIS, PENNSYLVANIA 15801

The Property is located in DU BOIS Sandy Turf (city/town),
CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed
recorded among the land records of the County set forth above:
Deed recorded in Inst # 20010238
PARCEL ID 128-D1-16.5

Remit all Legal Documents to:

~~Fleet Bank
Consumer Loan Operations, 315 Court Street, P.O. Box 3092
Utica, NY 13502~~

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagor, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Name Arsenio Pachella

Title Supervisor

Printed Name and Address of Person Who Prepared This Mortgage
Name: Fleet National Bank, Principally Located in Rhode Island
Address: 70 Batterson Park Road, 1st Floor
City, ST, Zip: Farmington, CT 06032

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

72720042152938

450

**Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830**

0000000 . 6816 . 00131 . 3 . 04 / 2005

***RETURN DOCUMENT TO:
INTEGRATED LOAN SERVICES**

Instrument Number - 200412668
Recorded On 8/4/2004 At 11:56:55 AM

* Instrument Type - MORTGAGE
* Total Pages - 8
Invoice Number - 115365
* Mortgagor - LUCHINI, KENNETH A
* Mortgagee - FLEET NATIONAL BANK
* Customer - INTEGRATED LOAN SERVICES

* FEES
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$19.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL \$34.50

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



Karen L. Starck

**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.

EXHIBIT 'B'

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong.

Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

ALSO known as Tax Map D1-16.5 on the Clearfield County Tax Assessment Maps.

EXHIBIT 'C'

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

July 14, 2005

KENNETH A. LUCHINI
RR 2 BOX 123A
DU BOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 to save your home. This Notice explains how the program works.

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): KENNETH A. LUCHINI
PROPERTY ADDRESS: RR2, BOX 123A, DU BOIS, PA 15801
LOAN ACCT. NO.: 72720042152938
ORIGINAL LENDER: FLEET NATIONAL BANK
CURRENT LENDER/SERVICER: BANK OF AMERICA N.A.

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 and sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: RR 2, BOX 123A, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT BECAUSE:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS FOR THE FOLLOWING MONTHS AND THE FOLLOWING AMOUNTS ARE NOW PAST DUE: 2/14/05 through 7/14/05.

B.

Monthly Payments Plus Late Charges:	\$ 412.49
TOTAL:	\$ 412.49

B. ACTIONS (Do not use if not applicable): N/A

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 \$412.49 PLUS ANY PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, Attention: Donna Card, 4161 Piedmont Parkway, Greensboro, NC 27410.

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

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 attorney to start legal action to foreclosure upon your mortgage 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) 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: Bank of America
Address: NC4-105-02-48, 4161 Piedmont Parkway
City and State: Greensboro, NC 27410
Tel no. 1-800-588-5402
Contact: Donna Card

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 or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

Gregory Jordan
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY

GCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA

219-A College Park Plaza
Johnstown, PA 15904
888-511-2227

CCCS of Western PA, Inc.

217 E. Plank Road
Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Scott Walter, Attorney in Fact

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Attorney ID No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M/ FIRST
FLEET NATIONAL BANK
NC 4- 105-02-63

PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

NO. 2005-1303 CD

KENNETH A. LUCHINI

COMPLAINT IN
MORTGAGE FORECLOSURE

PRAECIPE TO REINSTATE COMPLAINT

TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an
Additional thirty (30) days.

Dated: December 16, 2005

BY:


Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

FILED Atty pd. 7.00
M 11/38/05 No cc
DEC 27 2005

William A. Shaw | Compl. Reinstated
Prothonotary/Clerk of Courts to Sheriff
(GD)

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Attorney Id No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
Plaintiff

Vs.

KENNETH A. LUCHINI
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY,
PENNSYLVANIA

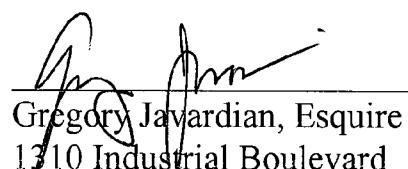
CIVIL ACTION - LAW
NO. 2005-1303-CD

CERTIFICATE OF SERVICE

I hereby certify that per the court order dated December 12, 2005 copies of the Reinstated Complaint in Mortgage Foreclosure were mailed to defendant by certified and regular mail, by first class United States Mail, postage prepaid on the date set forth below.

Dated: 12/29/2005

BY:


Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Sworn and subscribed
to me this 29th day
of December, 2005

Tina E. Popper
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TINA E. POPPER, Notary Public
Upper Southampton Twp. Bucks County
My Commission Expires November 29, 2008

FILED NO CC
M 14 2006
JAN 11 2006
CL

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
GREGORY JAVARDIAN
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 16966

Kenneth A. Luchini
RR2 Box 123 A
DuBois, Pa 15801

CERTIFIED MAIL



7160 3901 9849 2456 0677

RETURN RECEIPT REQUESTED

Law Offices Of Gregory Javardian
1310 Industrial Blvd.
1st Floor Suite 101
Southampton, Pa 18966

Kenneth A. Luchini
RR2 Box 123 A
DuBois, Pa 15801

7160 3901 9849 2456 0677

TO: Kenneth A. Luchini
RR2 Box 123 A
DuBois, Pa 15801

SENDER: K. Luchini
REFERENCE: K. Luchini

PS Form 3600, January 2005	1.52
Postage	2.30
Certified Fee	1.75
Return Receipt Fee	
Restricted Delivery	
Total Postage & Fees	5.57

POSTMARK OR DATE

US Postal Service
Receipt for
Certified Mail
Certified
No Insurance Coverage Provided
Do Not Use for International Mail

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110

FILED *Any pd. 20.00*
m12:59 PM
FEB 22 2006
CC Notice
to def.

William A. Shaw *Statement*
Prothonotary/Clerk of Courts *to Any*
(68)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2005-1303-CD

vs.

KENNETH A. LUCHINI
555 BEERS ROAD
DU BOIS, PA 15801

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against KENNETH A. LUCHINI, Defendant, for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As Set forth in Complaint	\$14,416.48
Interest	<u>383.25</u>
8/26/05 to 2/17/06	
TOTAL	\$14,799.73

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.



GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 2/22/06



PRO PROTHY

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

Plaintiff

IN THE COURT OF COMMON PLEAS

KENNETH A. LUCHINI

Defendants

CLEARFIELD COUNTY

NO. 2005-1303-CD

TO: KENNETH A. LUCHINI
RR 2, BOX 123A
DU BOIS, PA 15801

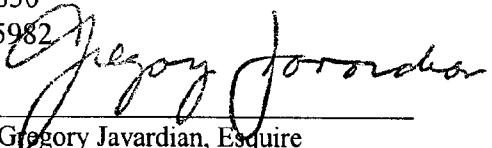
KENNETH A. LUCHINI
555 BEERS ROAD
DU BOIS, PA 15801

DATE OF NOTICE: FEBRUARY 6, 2006

NOTICE, RULE 237.1
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. 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 or cannot afford one, go to or telephone the following office to find out where you can get legal help.

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 ext. 5982



Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690
Attorney for Plaintiff

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de esta notificacion, el tribunal podra, sin necesidad de compararrecer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assistencia legal.

"NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE"

cc: Benjamin S. Blakley, III

LAW OFFICES OF GREGORY JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
vs.
KENNETH A. LUCHINI

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2005-1303-CD

VERIFICATION OF NON-MILITARY SERVICE

GREGORY JAVARDIAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) Defendant, KENNETH A. LUCHINI, is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, KENNETH A. LUCHINI, is over 18 years of age, and resides at PRESENT WHEREABOUTS ARE UNKNOWN.

(c) Plaintiff, BANK OF AMERICA S/B/M FLEET NATIONAL BANK, is an institution conduced business under the Laws of the Commonwealth of Pennsylvania with an address of NC 4-105-02-63 4161, PIEDMONT PARKWAY, GREENSBORO, NC 27410-8110.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



GREGORY JAVARDIAN, ESQUIRE

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS



CC: Y

TO: KENNETH A. LUCHINI
555 BEERS ROAD
DU BOIS, PA 15801

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Plaintiff

vs.

No.: 2005-1303-CD

KENNETH A. LUCHINI

Defendant(s)

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Willie L. Luchini 2/22/06

Judgment by Default
 Money Judgment
 Judgment in Replevin
 Judgment for Possession by Default
 Judgment on Award of Arbitration
 Judgment on Verdict
 Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: Gregory Javardian, Esquire at this telephone number: (215) 942-9690

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

Bank of America S/B/M
Fleet National Bank
Plaintiff(s)

No.: 2005-01303-CD

Real Debt: \$14,799.73

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Kenneth A. Luchini
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 22, 2006

Expires: February 22, 2011

Certified from the record this 22nd day of February, 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

DOCKET # 101111
NO: 05-1303-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA S/B/M/ FLEET NATIONAL BANK
vs.
DEFENDANT: KENNETH A. LUCHINI

SHERIFF RETURN

NOW, January 13, 2006 AT 1:30 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT
RR#2 BOX 123A, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: COUDRIET /

FILED
03/16/06 LM
MAR 15 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101111
NO: 05-1303-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA S/B/M/ FLEET NATIONAL BANK
vs.
DEFENDANT: KENNETH A. LUCHINI

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	29446	10.00
SHERIFF HAWKINS	JAVARDIAN	29446	25.91

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Hays
Chester A. Hawkins
Sheriff

FILED

MAR 15 2006

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

**BANK OF AMERICA S/B/M
FLEET NATIONAL BANK**

vs.

KENNETH A. LUCHINI

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA

No. 2005-1303-CD

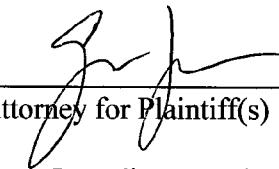
**PRAECIPE WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$14,799.73</u>
Interest from 2/17/06 to Date of Sale at \$2.43 per diem	\$
Total	\$
Plus Costs	\$ _____

132.00 **Prothonotary costs**



Attorney for Plaintiff(s)

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Note: Please furnish copy of description of Property.

FILED Atty pd. 20.00
M 2/22/2006 10:43 AM
MAR 22 2006 10:43 AM
cc:ale wntz
w/p/p desc.
to Staff
William A. Shaw
Prothonotary/Clerk of Courts
(610)

No. 2005-1303-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

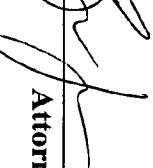
BANK OF AMERICA S/B/M
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff(s)

Address: 555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

FILED

MAR 22 2006

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING known as RR 2, BOX 123A, DU BOIS, PA 15801.

BEING the same premises which Kenneth A. Luchini, single, by Deed dated February 7, 2001 and recorded February 15, 2001 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200102318 granted and conveyed unto Kenneth A. Luchini.

PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 2005-1303-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Plaintiff in the above action sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR 2, BOX 123A, DU BOIS, PA 15801:

1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
KENNETH A. LUCHINI	555 BEERS ROAD DU BOIS, PA 15801 (PRESENT WHEREABOUTS ARE UNKNOWN)

2. Name and address of Defendant(s) in the judgment:

KENNETH A. LUCHINI	555 BEERS ROAD DU BOIS, PA 15801 (PRESENT WHEREABOUTS ARE UNKNOWN)
--------------------	--

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
None.	

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

Name _____ Last Known Address (if address cannot be reasonably ascertained, please indicate) _____

Plaintiff.

Principal Residential Mortgage, Inc. 711 High Street
Des Moines, IA 50392-0740

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

Name _____ Last Known Address (if address cannot be reasonably ascertained, please indicate) _____

None.

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.

Name _____ Last Known Address (if address cannot be reasonably ascertained, please indicate) _____

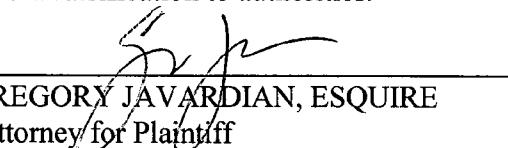
Clearfield County Domestic Relations 230 E. Market Street
Clearfield, PA 16830

Clearfield County Board of Assistance 1121 Linden Street
Clearfield, PA 16830

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:

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
Tenants/Occupants	RR 2, BOX 123A DU BOIS, PA 15801

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


GREGORY JAVARDIAN, ESQUIRE
Attorney for Plaintiff

March 17, 2006

FORM PBC - 10

CC, J

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

**BANK OF AMERICA S/B/M
FLEET NATIONAL BANK**

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

vs.

NO.: 2005-1303-CD

KENNETH A. LUCHINI

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

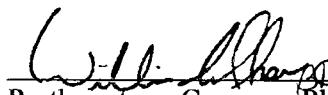
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: RR 2, BOX 123A, DU BOIS, PA 15801.

(See legal description attached.)

Amount Due	<u>\$14,799.73</u>
Interest from 2/17/06 to	\$
Date of Sale at \$2.43 per diem	
Total	\$ <u>132.00</u> Plus Cost \$ <u>Prothonotary costs</u>

as endorsed.



Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated 3/22/06
(Seal)

No. 2005-1303-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK

54

KENNETH A. LUCHINI

**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Costs

Prothy Paid \$ 132.00

Writ, Ret. & Sat.

Total Cost

50

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

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ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

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PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Identification No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

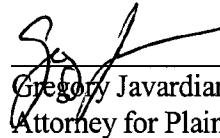
Bank of America s/b/m Fleet National Bank	Court Of Common Pleas
Plaintiff	Civil Division
vs.	Clearfield County
Kenneth A. Luchini Defendant	No. 2005-1303-CD

PRAECIPE TO DISMISS COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly DISMISS, without prejudice, the Complaint in Mortgage Foreclosure filed in the instant action on August 26, 2005.

Date: 5/22/06



Gregory Javardian
Attorney for Plaintiff

FILED

MAY 24 2006

5/22/06

William A. Shaw
Prothonotary/Clerk of Courts

I CERT TO ATTY

w/ CERT *c/r*

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Bank of America S/B/M
Fleet National Bank**

Vs. **No. 2005-01303-CD**
Kenneth A. Luchini

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 24, 2006, marked:

Dismiss complaint, without prejudice

Record costs in the sum of \$217.34 have been paid in full by Gregory Javardian, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of May A.D. 2006.

William A. Shaw, Prothonotary

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Identification No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

Bank of America s/b/m Fleet National Bank	Court Of Common Pleas
Plaintiff	Civil Division
vs.	Clearfield County
Kenneth A. Luchini Defendant	No. 2005-1303-CD

PRAECIPE TO VACATE JUDGMENT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly VACATE, without prejudice, the judgment filed against the Defendant in the instant action on February 22, 2006.

Date: 5/22/06


Gregory Javardian
Attorney for Plaintiff

FILED

MAY 24 2006

5/22/06
William A. Shaw
Prothonotary/Clerk of Courts

l sent to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20306
NO: 05-1303-CD

PLAINTIFF: BANK OF AMERICA S/B/M FLEET NATIONAL BANK
VS.
DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/22/2006

LEVY TAKEN 04/04/2006 @ 11:15 AM

POSTED 04/04/2006 @ 11:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/09/2006

DATE DEED FILED NOT SOLD

FILED
04/30/2006
OCT 09 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

04/05/2006 @ 10:08 AM SERVED KENNETH A. LUCHINI

SERVED KENNETH A. LUCHINI, DEFENDANT, AT HIS RESIDENCE RR2, BOX 123A A/K/A 555 BEERS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH A. LUCHINI

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

@ SERVED

NOW, MAY 16, 2006 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2006, \$7,070.00 WAS RECEIVED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20306
NO: 05-1303-CD

PLAINTIFF: BANK OF AMERICA S/B/M FLEET NATIONAL BANK
vs.
DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$346.81

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
In Compliance
Chester A. Hawkins
Sheriff

FORM PBC - 10

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

**BANK OF AMERICA S/B/M
FLEET NATIONAL BANK**

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

vs.

NO.: 2005-1303-CD

KENNETH A. LUCHINI

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Commonwealth of Pennsylvania:

County of CLEARFIELD:

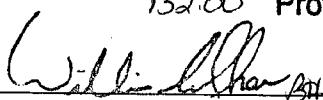
TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: RR 2, BOX 123A, DU BOIS, PA 15801.

(See legal description attached.)

Amount Due	\$ <u>14,799.73</u>		
Interest from 2/17/06 to	\$		
Date of Sale at \$2.43 per diem			
Total	\$	Plus Cost \$	<u>132.00</u>
as endorsed.	Prothonotary costs		


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Dated 3/22/06
(Seal)

Received March 22, 2006 @ 3:30 P.M.

Chesler A. Hawkins
by Cynthia Butler-Aughenbaugh

No. 2005-1303-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 132.00

Writ, Ret. & Sat. \$ _____

Total Cost \$ _____

J. J. Javardian
Attorney for Plaintiff

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Address of Defendant(s)
555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

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PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KENNETH A. LUCHINI NO. 05-1303-CD

NOW, October 09, 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 , I exposed the within described real estate of Kenneth A. Luchini to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$7,070.00 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	14,799.73
MILEAGE	15.00	INTEREST @ 2.4300	0.00
LEVY	16.91	FROM TO	
MILEAGE	16.91	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	141.40	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	16.91	MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT	7,070.00	TOTAL DEBT AND INTEREST	\$14,819.73
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	801.30
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$346.81	LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	346.81
REGISTER & RECORDER		LEGAL JOURNAL COSTS	252.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	132.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$1,532.11

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

THE LAW
Offices of

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690
Fax: (215) 942-9695

May 16, 2006

Clearfield County Sheriff's Sale
One North Second Street, Suite 116
Clearfield, PA 16830

Attention: Cindy

Re: BANK OF AMERICA S/B/M FLEET NATIONAL BANK
v. KENNETH A. LUCHINI
No. 2005-1303-CD
Premises: RR 2, BOX 123A, DU BOIS, PA 15801

Dear Cindy:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for June 2, 2006.

The sum of \$7,070.00 was received in consideration for the stay.

Very truly yours,

Marie

Marie Keen for
Law Offices of Gregory Javardian

/mk

cc: FNFS/BANK OF AMERICA/NEWTRAK
File #68811004164999

VIA TELECOPY (814) 765-5915 and REGULAR MAIL

*Called
ada
5/19/06*

Email