

2005-1824-CD

Chi 3 Dawn of
Helpmates

772-6850

To participate via
phone for Hearing)
for 2:00 pm

October 13

May Mary Mokeney

Civil Other

Date		Judge
11/21/2005	New Case Filed.	No Judge
✓	Filing: Complaint in Mortgage Foreclosure, two (2) certain pieces of parcels of land situated in Newburg Borough. Paid by: Wharton, Denver E. (attorney for First National Bank of PA) Receipt number: 1911387 Dated: 11/21/2005 Amount: \$85.00 (Check) No CC., 1CC to Shff.	No Judge
03/01/2006	Sheriff Return, November 30, 2005, Sheriff of Cambria County was deputized.	No Judge
✓	December 7, 2005 at 3:10 pm served the within Complaint in Mortgage Foreclosure on May Mary Mahoney. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Kaminsky \$40.00 Cambria Co. costs pd by Kaminsky \$53.98	
03/15/2006	✓ Motion for the Appointment of a Guardian Ad Litem, filed by Atty. Wharton 2 Cert. to Atty.	No Judge
03/17/2006	✓ Order, NOW, this 17th day of March, 2006, Ordered that hearing on the Motion for Appointment of Guardian Ad Litem is scheduled for Monday, April 17, 2006 at 10:30 a.m. in Courtroom No. 1. 1/2 hour has been allotted for this matter. It is the responsibility of Plaintiff's Counsel to serve cerified copies of said Petition and scheduling Order on the Def. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Wharton	Fredric Joseph Ammerman
03/21/2006	✓ Certificate of Service, filed. That on the 20th day of March, 2006 a true and correct copy of the Motion for Appointment of a Guardian Ad Litem, along with a certified copy of the Order scheduling a hearing on said Motion for April 17, 2006 at 10:30 am to Ms. May Mary Mohoney, c/o Pauline Formeck, filed by s/ Denver E. Wharton Esq. No CC.	Fredric Joseph Ammerman
05/04/2006	✓ Order, NOW, this 4th day of May, 2006, Dawn Foringer, LSW, is appointed Guardian ad litem for May Mary Mahoney. The appointment as Guardian shall be for the limited purpose of accepting service of the Complaint in Mortgage Foreclosure and making a determination as to whether May Mary Mahoney should defend the Mortgage Foreclosure Action. Costs and fees of the Guardian shall be the responsibility of the Plaintiff. Any request for payment of costs/fees must be approved by the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC mailed by court to Dawn Foringer, LSW (without memo), 1CC Atty. Wharton	Fredric Joseph Ammerman
05/12/2006	✓ Filing: Praeipce to Reinstate Complaint. Paid by: Wharton, Denver E. (attorney for First National Bank of PA) Receipt number: 1913780 Dated: 05/12/2006 Amount: \$7.00 (Check) 1 reinstated Complaint to shff.	Fredric Joseph Ammerman
05/15/2006	✓ Amended Order, NOW, this 11th day of May, 2006, Dawn Foringer, LSW and Helpmates, Inc., Personal Management Services are appointed as Guardians ad litem for May Mary Mahoney for the limited purpose of accepting service of the Complaint in Mortgage Foreclosure and making a determination as to whether May Mary Mahoney should defend the Mortgage Foreclosure Action. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC to: Atty. D. Wharton, Def. May Mary Mohoney, c/o Dawn Foringer, 225 South St. Ridgway PA 15853	Fredric Joseph Ammerman
06/05/2006	✓ Sheriff Return, May 16, 2006, Sheriff of Elk County was deputized. May 18, 2006 at 3:10 pm served the within Complaint in Mortgage Foreclosure & Order on May Mary Mahoney, Guardian ad litem Dawn Foringer. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Kaminsky \$22.00 Shff Hawkins costs pd by Kaminsky \$28.78	Fredric Joseph Ammerman

Date: 10/16/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:33 AM

ROA Report

Page 1 of 1

Case: 2005-01824-CD

Current Judge: Fredric Joseph Ammerman

First National Bank of PA, Promistar Bank, Laurel Bank vs. May Mary Mahoney

Civil Other

Date	Selected Items	Judge
9/11/2006	Letter addressed to President Judge Fredric J. Ammerman, Re: appraisals, signed, Aaron M. Pile, Law Offices of Kaminsky, Thomas, Wharton, and Lovette. Filed per Judge Ammerman	Fredric Joseph Ammerman
9/13/2006	Order, this 6th day of Sept, 2006, Ordered that hearing be held for the Guardian Ad Litem to state on the record the intention not to defend the Mortgage Foreclosure Action, hearing to be held the 13th day of October, 2006 at 2:00 p.m. Guardian Ad Litem may participate by telephone conference call. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Wharton, 1CC Def. c/o Guardian Dawn Foringer	Fredric Joseph Ammerman
	Letter addressed to President Judge Fredric J. Ammerman, Re: appointment of Helpmates, Inc. as guardian to make a best interest determination as to the pending Mortgage Foreclosure of May Mahoney's property. Signed, Dawn Foringer, LSW, Guardian Agent. Filed per Judge Ammerman	Fredric Joseph Ammerman

*** FAX TX REPORT ***

TRANSMISSION OK

JOB NO.	0177
DESTINATION ADDRESS	3420870
PSWD/SUBADDRESS	
DESTINATION ID	Sharon
ST. TIME	10/11 08:46
USAGE T	00' 42
PGS.	5
RESULT	OK

Fax: 814-765-7659

Courthouse

Fax

To: Sharon

From: William A. Shaw

Fax: 342-0870

Date: 10-11-2006

Phone:

Pages: 5

Re: Judgement Report

CC:

☐ Urgent☒ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

•Comments:

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1824-CD

MORTGAGE FORECLOSURE

TYPE OF DOCUMENT:

COMPLAINT

FILED doc
m/3:30 am (3) ice snff
NOV 21 2005 pa 885.00
AHY

William A. Shaw
Prothonotary

ATTORNEY FOR PLAINTIFF:

DENVER E. WHARTON, ESQUIRE
SUPREME COURT I.D. #31800
KAMINSKY, THOMAS, WHARTON
and LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901
TELEPHONE: (814) 535-6756

May 12 2006 Document
Reinstated/Reissued to Sheriff/Prothonotary
for service.

William A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No.
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

NOTICE

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

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

**DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
PHONE: (814) 765-2641**

**KAMINSKY, THOMAS, WHARTON & LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

No.

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

MORTGAGE FORECLOSURE

COMPLAINT

AND NOW comes the Plaintiff, First National Bank of PA, by and through its Attorneys, Kaminsky, Thomas, Wharton & Lovette, and files the following Complaint:

1. The Plaintiff, First National Bank of PA, is a National Banking Association with its principal office located at One FNB Blvd., Hermitage, Mercer County, PA 16148.

2. The Defendant, May Mary Mahoney, is an adult individual whose last known address is Beverly Healthcare, HAIDA Manor, 397 Third Avenue Extension, Hastings, Cambria County, PA 16646.

3. On April 7, 2000, the Defendant made, executed and delivered a Mortgage on the hereinafter described premises to Laurel Bank, which Mortgage was recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, on April 18, 2000, as Instrument No. 200005193. A photocopy of said Mortgage is attached hereto, made a part hereof and marked Exhibit "A".

4. Said Mortgage has not been assigned.

5. The premises subject to said Mortgage is described as follows:

ALL those two (2) certain pieces or parcels of land situate in Newburg Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BOUNDED on the North by Main Street, on the south by Lot now owned by Howard Lee; on the East by Lot #8 now owned by the Grantee herein, and on the West by Lot #6, and being known as Lot #7 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

EXCEPTING AND RESERVING under the Grantors herein the right and privilege of repairing, maintaining the repairing a water pipe line which crosses the lot herein conveyed to Lot #6, which is retained by the Grantors herein.

THE SECOND THEREOF

BOUNDED on the North by Main Street, on the South by a sixteen (16) foot alley; on the East by Lot #9, now owned by Albert Kitchen; on the West by Lot #7, now owned by the Grantee, and part of Lot #7, now owned by Howard Lee, being known as Lot #8 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

6. Said Mortgage is in default because:

a. Principal thereof became due and payable on June 5, 2005, and by the terms of said Mortgage, is collectible forthwith;

b. Interest payments on said Mortgage due on June 5, 2005, are due and have not yet been paid; and by the terms of said Mortgage, upon default of such payments of interest for a space of thirty (30) days after any such payments are due, the whole of said principal and interest thereon is immediately due and payable.

7. The following amounts are due on said Mortgage:

Principal	\$23,632.57
Interest thru 11-08-05	1,081.18
Satisfaction fee	30.00
Late Charges	75.00
Previous fees & costs	422.96
Attorney's fees	<u>1,262.09</u>
 TOTAL DUE	 \$26,503.80

8. Notice of Intent to Foreclose under 41 P.S. Section 403(a) and Notice under the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91) was forwarded to the Defendant, May Mary Mahoney, at P.O. Box 276, Main Street, La Jose, PA 15753, via Certified Mail under date of August 4, 2005. A copy of said Notice is attached hereto, made a part hereof and marked Exhibit "B".

9. No action has been taken by the Defendant pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983 (Act 91).

WHEREFORE, Plaintiff demands Judgment against the Defendant in the amount of Twenty-six Thousand Five Hundred Three and 80/100 (\$26,503.80) Dollars, together with interest thereon.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 

Denver E. Wharton
Attorney for Plaintiff

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200005193
RECORDED ON
APR. 18, 2000
2:35:53 PM

RECORDING FEES - \$13.90
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$15.40

Special Above This Line For Recording Data

Commonwealth of Pennsylvania

MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is APRIL 7, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MAY MARY MAHONEY
A SINGLE PERSON
PO BOX 276 MAIN STREET
LA JOSE, PA 15753

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: LAUREL BANK - HASTINGS OFFICE
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA
297 BEAVER STREET
HASTINGS, PA 16646

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: SEE DEED BOOK VOLUME 1599 PAGE 337 AS PREMISES ARE THEREIN DESCRIBED.

The property is located in CLEARFIELD (NEWBURG BOROUGH) at
(County)
PO BOX 276 MAIN STREET, LA JOSE, Pennsylvania 15753
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 28,800.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
INSTALLMENT MORTGAGE #42370275 OF MAY MARY MAHONEY

B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.

8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.

- 10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.
- 13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
- 14. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
- 15. SEVERABILITY; INTERPRETATION.** If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
- 16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

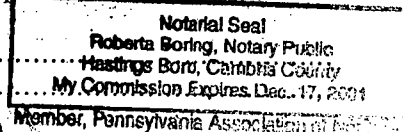
X Mary Mary Mahoney 4/17/2000
 (Signature) MAY MARY MAHONEY (Date) (Signature) (Date)
 (Witness) (Witness)

ACKNOWLEDGMENT:

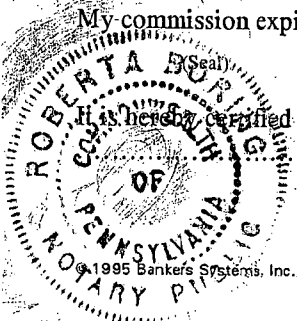
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Cambria } ss.
 (Individual) On this, the 7TH day of APRIL, 2000, before me NOTARY officer, personally appeared MAY MARY MAHONEY, A SINGLE PERSON known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

Roberta Boring
 Title of Officer



It is hereby certified that the address of the Lender within named is: 297 BEAVER STREET, HASTINGS, PA 16646
 X Anna Marie Minemyer
 ANNA MARIE MINEMYER



APPENDIX A
CERTIFIED MAIL
RETURNED RECEIPT REQUESTED
7005 1160 0004 2837 0220

Date: August 4, 2005

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): May Mary Mahoney

PROPERTY ADDRESS: PO Box 276, Main Street
La Jose, PA 15753

LOAN ACCT. NO:

42370275

ORIGINAL LENDER:

Laurel Bank

CURRENT LENDER/SERVICER: First National Bank of Pennsylvania

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: PO Box 276, Main Street, La Jose, PA 15753

IS SERIOUSLY IN DEFAULT because:

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

June, July and August 2005

\$901.56

Other charges (explain/itemize): \$ 50.00 Late Fees

\$ 50.00 Other Loan Related Expense

TOTAL AMOUNT PAST DUE: **\$1,001.56**

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

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,001.56, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: First National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148.**

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: First National Bank of Pennsylvania

Address: 4140 East State Street
Hermitage, PA 16148

Phone Number: 724-983-3669

Fax Number: 724-983-3318

Contact Person: Cindy G. Mancino

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

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**

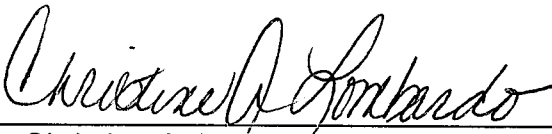
**Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657**

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

VERIFICATION

I, Christine A. Lombardo, Banking Officer/Paralegal, being authorized to do so, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

FIRST NATIONAL BANK OF PA

By 
Christine A. Lombardo
Banking Officer/Paralegal

DATED: November 17, 2005

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

FIRST NATIONAL BANK OF PA,
et al.

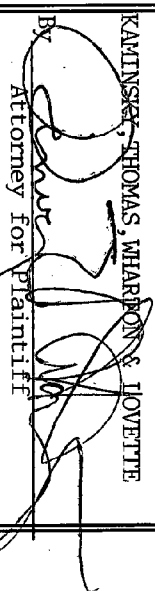
vs.

MAY MARY MAHONEY

C O M P L A I N T

TO THE WITHIN DEFENDANT:
YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM SERVICE
HEREOF OR DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Attorney for Plaintiff

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE

360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED

NOV 21 2005

William A. Shaw
Prothonotary

LAW OFFICES
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYCREEK STREET

JOHNSTOWN, PA 15901

(814) 535-6756

FAX (814) 535-8798

WEBSITE WWW.KTWLLAW.COM

E-MAIL INFO@KTWLLAW.COM

I. SAMUEL KAMINSKY
(OF COUNSEL)

HAROLD KAMINSKY
(1903-1973)

ROBERT J. WHARTON
(1922-1997)

ROBERT E. THOMAS
DENVER E. WHARTON
DANIEL R. LOVETTE

WILLIAM L. STEPHENS, JR.

November 17, 2005

Prothonotary's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

RE: First National Bank of PA, et al.
vs. May Mary Mahoney

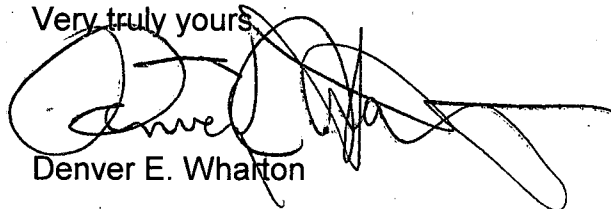
Gentlemen/Ladies:

Please be advised that this office represents the Plaintiff relative to the above captioned matter.

Enclosed please find for filing a Complaint in Mortgage Foreclosure, along with our check in the amount of \$85.00 for the filing fee. Please time-stamp the enclosed copy and forward same to the Sheriff for service on the Defendant, along with the enclosed letter of instructions and our checks representing advanced costs of service to both the Sheriff of Clearfield County and the Sheriff of Cambria County.

In the event you have any questions, please do not hesitate to contact me.

Very truly yours,



Denver E. Wharton

DEW:cam
Enclosure

cc. First National Bank of PA
ATTN: Ms. Christine A. Lombardo
Banking Officer/Paralegal
Acct. No. 42370275

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101031
NO: 05-1824-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST NATIONAL BANK OF PA.
vs.
DEFENDANT: MAY MARY MAHONEY

SHERIFF RETURN

NOW, November 30, 2005, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MAY MARY MAHONEY.

NOW, December 07, 2005 AT 3:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MAY MARY MAHONEY, DEFENDANT. THE RETURN OF CAMBRIA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
013:2381
MAR 01 2006
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101031
NO: 05-1824-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST NATIONAL BANK OF PA.
vs.
DEFENDANT: MAY MARY MAHONEY

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KAMINSKY	30298	10.00
SHERIFF HAWKINS	KAMINSKY	30297	30.00
CAMBRIA CO.	KAMINSKY	30284	53.98

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Mauley H. Harris

Chester A. Hawkins
Sheriff

CASE # PLAINTIFF
90329-05 FIRST NATIONAL 05-1824
DATE 12/07/05

DEFENDANT
MAHONEY, MAY

AT 15:10 HRS. SERVED THE COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND UPON MAY MARY MAHONEY BY HANDING A TRUE AND ATTESTED COPY THEREOF TO PAULINE FORMECK, ADMIN-STRATOR, AND SANDY RAKE, WITNESS, DEFENDANT IS NOT COMPETANT, AT BEVERLY HEALTHCARE HAIDA MANOR, THIRD AVE. EXT. HASTINGS, PA. AND MAKING CONTENTS THEREOF KNOWN TO THEM. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 50.98
PRO 3.00
TOTAL COSTS 53.98

SO ANSWERS

BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 13TH DAY OF DEC. 05.

PROTHONOTARY

Patty Burkholder

7 7 I R 3 H 2

PRINCE GEORGE COUNTY
CAMBRIA COUNTY
BOB KOLAR: CHIEF

2pm STOP/CHECK 21
KALLINSKY THOMAS WHARTON LOVETTE

0000-10001 A 1

ИСТОРИЧЕ

STATEMENT

46.05	TREASURY ON CHECKS
3.00	PRR. B. NOTARY NOTARY
35.98	GENERAL MILEAGE
2.00	TRAVEL SERVICE
9.30	TRAVEL PRD. & BOARDING 4.5

REPORT, CAMBRIA COUNTY, PA
J. J. BULLARD, SHERIFF

FIRST NATIONAL
 02-1834
 FIRST NATIONAL
 02-1834
 FIRST NATIONAL
 02-1834
 FIRST NATIONAL
 02-1834

2 v

YAM, YSIOHAN

260 STUYVESANT ST
KATINSKY THOMAS WARREN LOVELLE

INCL 39, 49022410

FILED

MAR 01 2006

William A. Shaw ☒ ☒
Prothonotary/Clerk of Courts ☒ ☒

100.00	TOTAL RECEIPTS
100.00	TOTAL COSTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly LAUREL
BANK,

Plaintiff,

vs.

MAY MARY MAHONEY,

Defendant.

NO: 2005-1824-CD

TYPE OF DOCUMENT:
MOTION FOR THE APPOINTMENT OF
A GUARDIAN AD LITEM

ATTORNEYS FOR PLAINTIFF:

Denver E. Wharton, Esquire
PA I.D. # 31800
Aaron M. Pile, Esquire
PA I.D. # 200938
Kaminsky, Thomas, Wharton, & Lovette
360 Stonycreek Street
Johnstown, PA 15901
(814) 535-6756

FILED

MAR 15 2006

Wm/2:20/06
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT to ATT

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly LAUREL
BANK,

Plaintiff,

vs.

MAY MARY MAHONEY,

Defendant.

NO: 2005-1824-CD

TYPE OF DOCUMENT:
MOTION FOR THE APPOINTMENT OF
A GUARDIAN AD LITEM

ORDER

AND NOW, this ____ day of _____, 2006, _____
residing at _____ is hereby appointed guardian
ad litem for May Mary Mahoney in this action.

By the Court:

_____ J.

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly LAUREL
BANK,

Plaintiff,

vs.

MAY MARY MAHONEY,

Defendant.

NO: 2005-1824-CD

TYPE OF DOCUMENT:
MOTION FOR THE APPOINTMENT OF
A GUARDIAN AD LITEM

**PLAINTIFF'S MOTION FOR THE APPOINTMENT OF A GUARDIAN
AD LITEM**

AND NOW, comes the Plaintiff, First National Bank of PA, by and through its attorneys, Kaminsky, Thomas, Wharton and Lovette, and pursuant to Pennsylvania Rule of Civil Procedure § 2056, moves this Court for the Appointment of a Guardian Ad Litem for Defendant, Mary May Mahoney. In support of this motion, Plaintiff avers the following:

1. Plaintiff is a national banking association with its principal office located at One FNB Blvd., Hermitage, Mercer County, PA 16148.
2. The Defendant is an adult individual who resides at Beverly Healthcare, HAIDA Manor, 397 Third Avenue Extension, Hastings, Cambria County, PA 16646.
3. Plaintiff filed an action in mortgage foreclosure on November 21, 2005 in the Clearfield County Court of Common Pleas to No. 2005-1824-CD.
4. The service of the Complaint was accepted by Pauline Formeck, who is the administrator of Beverly Healthcare.

5. At the time of service, the Cambria County Sheriff reported that the Defendant was "not competent." A copy of the Sheriff's return receipt is attached hereto, made a part hereof, and marked Exhibit "A."
6. Plaintiff believes and avers that it would in Defendant's best interest to have a guardian appointed on her behalf with regard to this action because she is unable manage her own affairs.
7. To the best of Plaintiff's knowledge and belief, there has been no adjudication of the Defendant's incompetence.
8. The Defendant is not represented in this action by a guardian or by a guardian ad litem, nor has a guardian of her person or estate been appointed by any court.

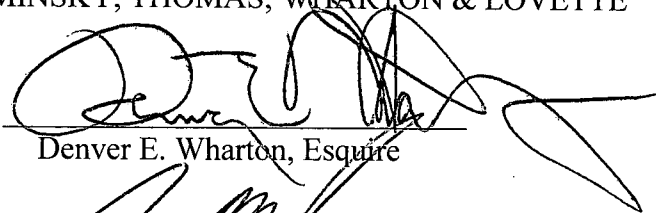
WHEREFORE, Plaintiff requests that this Court appoint a guardian ad litem for

Defendant, May Mary Mahoney, in the above-captioned action.

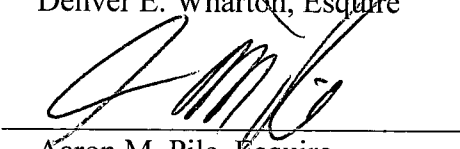
Respectfully submitted,

KAMINSKY, THOMAS, WHARTON & LOVETTE

By:


Denver E. Wharton, Esquire

By:


Aaron M. Pile, Esquire

CASE # PLAINTIFF
90329-05 FIRST NATIONAL 05-1824
DATE 12/07/05

DEFENDANT
MAHONEY, MAY

AT 15:10 HRS. SERVED THE COMPLAINT IN MORTGAGE FORECLOSURE WITH NOTICE TO DEFEND UPON MAY MARY MAHONEY BY HANDING A TRUE AND ATTESTED COPY THEREOF TO PAULINE FORMECK, ADMIN-STRATOR, AND SANDY RAKE, WITNESS, DEFENDANT IS NOT COMPETANT, AT BEVERLY HEALTHCARE HAIDA MANOR, THIRD AVE. EXT. HASTINGS, PA. AND MAKING CONTENTS THEREOF KNOWN TO THEM. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 50.98
PRO 3.00
TOTAL COSTS 53.98

SO ANSWERS,

BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 13TH DAY OF DEC.05.

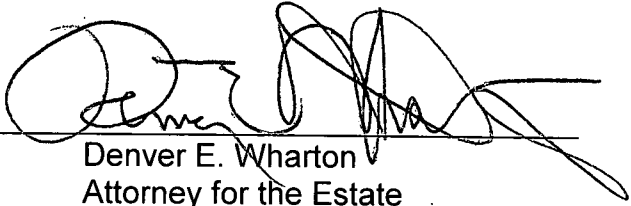
PROTHONOTARY

Patty Burkholder

CERTIFICATE OF SERVICE

I, DENVER E. WHARTON, ESQUIRE, Attorney for the above referenced Plaintiff, hereby certify that on the 14th day of March, 2006, a photocopy of the within Motion for the Appointment of a Guardian Ad Litem was sent by first class mail, postage prepaid, to the following:

Pauline Formeck, Administrator
Beverly Healthcare, Haida Manor
397 Third Avenue Extension
Hastings, PA 16646



Denver E. Wharton
Attorney for the Estate

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 2005 - 1824-CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

MAY MARY MAHONEY

MOTION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED
MAR 15 2006
William A. Shaw
Prothonotary/Clerk of Courts

LA

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

vs.

MAY MARY MAHONEY,

No. 2005-1824-CD

ORDER

AND NOW, this 17th day of March, 2006, it is the ORDER of
the Court that hearing on the Motion for Appointment of Guardian Ad Litem in the
above matter is scheduled for **Monday, April 17, 2006 at 10:30 A.M.** in Courtroom
No. 1, Clearfield County Courthouse, Clearfield, PA. One-half (1/2) hour has been
allotted for this matter.

It is the responsibility of Plaintiff's Counsel to serve certified copies of
said Petition and scheduling Order on the Defendant.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED
012:06/CD
MAR 17 2006

4cc
Amy Wharton
GR

William A. Shaw
Prothonotary/Clerk of Courts

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

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

: No. 2005-1824-CD

: TYPE OF DOCUMENT:

: CERTIFICATE OF SERVICE

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE
: SUPREME COURT I.D. NO. 31800
: KAMINSKY, THOMAS, WHARTON
: & LOVETTE
: 360 STONYCREEK STREET
: JOHNSTOWN, PA 15901
: PHONE: (814) 535-6756

FILED

MAR 21 2006
10:50 AM
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

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

FIRST NATIONAL BANK OF PA,	:	No. 2005-1824-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
Plaintiff	:	
vs.	:	
MAY MARY MAHONEY,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, DENVER E. WHARTON, ESQUIRE, Attorney for the above referenced Plaintiff, hereby certify that on the 20th day of March, 2006, a true and correct copy of the Motion for the Appointment of a Guardian Ad Litem, along with a certified copy of the Order scheduling a hearing on said Motion for April 17, 2006, at 10:30 A.M. in Courtroom No. 1, Clearfield County Courthouse, was sent by first class mail, postage prepaid, to the following:

Ms. May Mary Mahoney
c/o Pauline Formeck, Administrator
Beverly Healthcare, Haida Manor
397 Third Avenue Extension
Hastings, PA 16646



Denver E. Wharton
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2005-1824-CD

FIRST NATIONAL BANK OF PA,
et al.

VS.

MAY MARY MAHONEY

CERTIFICATE OF SERVICE

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED
MAR 21 2006
Prothonotary/Clerk of Courts
William A. Shaw

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

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

*
*
*
*
*
*
*

NO. 05-1824-CD

ORDER

NOW, this 4th day of May, 2006, relative the above-described Mortgage Foreclosure Action and the Plaintiff's Motion for the Appointment of a Guardian Ad Litem, it is the ORDER of this Court that the said Motion be and is hereby granted and that Dawn Foringer, LSW, be and is hereby appointed Guardian ad litem for May Mary Mahoney. The appointment as Guardian shall be for the limited purpose of accepting service of the Complaint in Mortgage Foreclosure and making a determination as to whether May Mary Mahoney should defend the Mortgage Foreclosure Action.

The Court notes that costs and fees of the Guardian shall be the responsibility of the Plaintiff. Any request for payment of costs/fees must be approved by the Court.

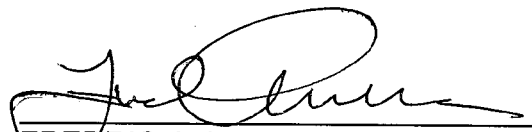
BY THE COURT,

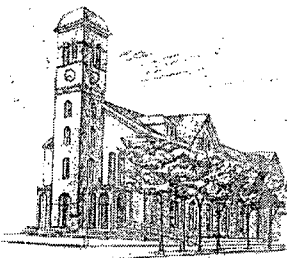
FILED
MAY 04 2006

icc mailed by
court to Dawn
Foringer, LSW
(without memo)

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty Wharton
(CR)


FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 5/4/06

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 X Plaintiff(s)/Attorney(s)

 X Defendant(s)/Attorney(s)

 Other

 Special Instructions:

Clearfield County Area Agency on Aging, Inc.

103 NORTH FRONT STREET • PO BOX 550
CLEARFIELD, PENNSYLVANIA 16830

JOHN KORDISH, ACSW
EXECUTIVE DIRECTOR

PHONE (814) 765-2696
TOLL FREE 1-800-225-8571
FAX (814) 765-2760
TTY (814) 765-2749

PROTECTIVE SERVICES ONLY 1-800-233-0249
WAIVER (814) 762-8025
WEBSITE www.ccaaa.net
E-MAIL mail@ccaaa.net

05-1824-CD

May 1, 2006

Honorable Judge Fred Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

Dear Judge Ammerman

As per our phone discussion regarding the guardianship of Ms. Mahoney, we have contacted Helpmates, Inc. who has agreed to serve as the guardian to Ms. Mahoney. [Ms. Dawn Foringer, LSW] will be the contact person. She can be reached at 225 South Street, Ridgway, PA 15853. Phone 814-772-6850.

We have worked with Helpmates, Inc. for over 20 years and find them to be true advocates for older individuals. If you desire any further information, please don't hesitate to call.

Sincerely



Jodie L. Yarger
Director of Long Term Care Services

JLY/cmh

cc: Dawn Foringer
Aaron Pile, Esq.



Enhancing Quality of Life

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: No. 2005-1824-CD

: TYPE OF DOCUMENT:

: PRAECIPE TO REINSTATE
: COMPLAINT

: ATTORNEY FOR PLAINTIFF:

: DENVER E. WHARTON, ESQUIRE
: SUPREME COURT I.D. #31800
: KAMINSKY, THOMAS, WHARTON
: & LOVETTE
: 360 STONYCREEK STREET
: JOHNSTOWN, PA 15901
: PHONE: (814) 535-6756

FILED

m/2:15pm

MAY 12 2006

*per \$7.00 Atty
reinstated to shff*

William A. Shaw
Prothonotary

Denver E. Wharton
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2005 - 1824 - CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

MAY MARY MAHONEY

PRAECIPE TO REINSTATE
COMPLAINT

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED

MAY 12 2006

William A. Shaw
Prothonotary

LAW OFFICES
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYPARK STREET
JOHNSTOWN, PA 15901

(814) 535-6756
FAX (814) 535-8798
WEBSITE WWW.KTWLLAW.COM
E-MAIL INFO@KTWLLAW.COM

May 8, 2006

ROBERT E. THOMAS
DENVER E. WHARTON
DANIEL R. LOVETTE
WILLIAM L. STEPHENS, JR.

AARON M. PILE*
*REGISTERED PATENT ATTORNEY

I. SAMUEL KAMINSKY
(OF COUNSEL)

HAROLD KAMINSKY
(1903-1973)

ROBERT J. WHARTON
(1922-1997)

Prothonotary's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Need \$
Called Sholow
will send

RE: First National Bank of PA, et al.
vs. May Mary Mahoney
No. 2005-1824-CD

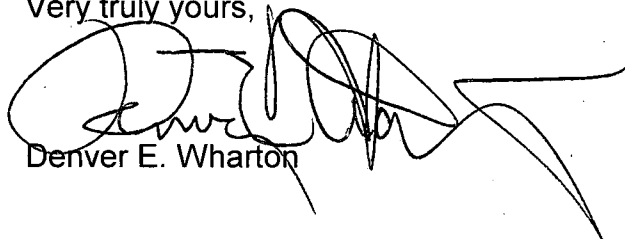
Gentlemen/Ladies:

Please be advised that this office represents the Plaintiff relative to the above captioned matter.

Enclosed herewith please find for filing a Praecipe to Reinstate Complaint. Please reinstate the Complaint for service on the Defendant, May Mary Mahoney, through her Court-appointed Guardian, Dawn Foringer, LSW. After reinstatement of the Complaint, please forward the enclosed letter of instructions and checks to the Sheriff's Office.

Please advise if anything further is required. Thank you for your attention to this matter.

Very truly yours,



Denver E. Wharton

DEW:cam
Enclosure

cc. First National Bank of PA
ATTN: Ms. Christine A. Lombardo
Banking Officer/Paralegal
Acct. No. 42370275

LAW OFFICES
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYCREEK STREET

JOHNSTOWN, PA 15901

(814) 535-6756

FAX (814) 535-8798

WEBSITE WWW.KTWLLAW.COM

E-MAIL INFO@KTWLLAW.COM

May 8, 2006

ROBERT E. THOMAS
DENVER E. WHARTON
DANIEL R. LOVETTE
WILLIAM L. STEPHENS, JR.

AARON M. PILE*

*REGISTERED PATENT ATTORNEY

I. SAMUEL KAMINSKY
(OF COUNSEL)

HAROLD KAMINSKY
(1903-1973)

ROBERT J. WHARTON
(1922-1997)

Prothonotary's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

ATTENTION: Bonnie

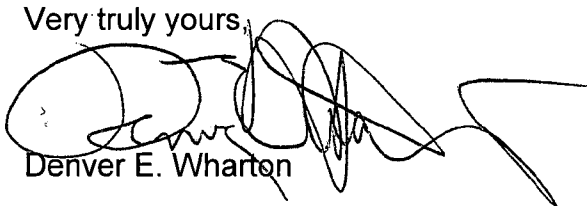
RE: First National Bank of PA, et al.
vs. May Mary Mahoney
No. 2005-1824-CD

Dear Bonnie:

Pursuant to your phone call, enclosed herewith please find our check payable to the Prothonotary of Clearfield County in the amount of \$7.00 representing the filing fee for the Praecept to Reinstate Complaint which we previously forwarded to you.

Thank you for your attention to this matter.

Very truly yours,



Denver E. Wharton

DEW:cam

Enclosure

cc. First National Bank of PA
ATTN: Ms. Christine A. Lombardo
Banking Officer/Paralegal
Acct. No. 42370275

CA

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

NO. 05-1824-CD

AMENDED ORDER

NOW, this 11th day of May, 2006, Dawn Foringer, LSW and Helpmates, Inc., Personal Management Services are appointed as Guardians ad litem for May Mary Mahoney. The appointment of Guardians shall be for the limited purpose of accepting service of the Complaint in Mortgage Foreclosure and making a determination as to whether May Mary Mahoney should defend the Mortgage Foreclosure Action. Costs and fees of the Guardians shall be the responsibility of the Plaintiff. Any request for payment of costs/fees must be approved by the Court.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

0/12:05pm

MAY 15 2006

William A. Shaw
Prothonotary

ACC to:

Atty D. Wharton

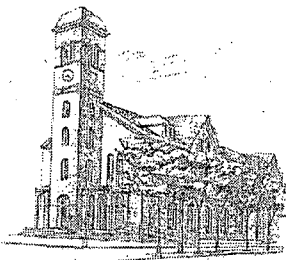
debt - May Mary Mahoney

c/o Dawn Foringer

225 South Street

Ridgway PA 15853

CR



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

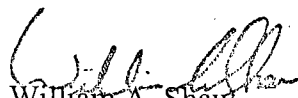
Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,


William A. Shaw
Prothonotary

DATE: 05-15-2006

_____ You are responsible for serving all appropriate parties.

X _____ The Prothonotary's office has provided service to the following parties:

X _____ Plaintiff(s)/Attorney(s)

X _____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101531
NO: 05-1824-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: FIRST NATIONAL BANK OF PA. Successor in Interest
vs.
DEFENDANT: MAY MARY MAHONEY

SHERIFF RETURN

NOW, May 16, 2006, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON MAY MARY MAHONEY, Guardian ad litem DAWN FORINGER, LSW.

NOW, May 18, 2006 AT 3:10 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON MAY MARY MAHONEY, Guardian ad litem DAWN FORINGER, LSW, DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
9/2:31/06
JUN 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101531
NO: 05-1824-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: FIRST NATIONAL BANK OF PA. Successor in Interest
vs.
DEFENDANT: MAY MARY MAHONEY

SHERIFF RETURN

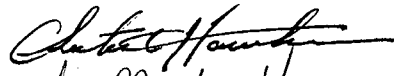
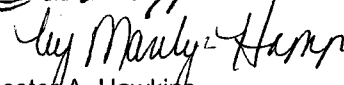
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KAMINSKY	31248	10.00
SHERIFF HAWKINS	KAMINSKY	31248	12.00
ELK CO.	KAMINSKY	31249	28.78

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

Affidavit of Service

First National Bank of PA, Successor-
in-Interest via merger to Promistar
Bank, formerly Laurel Bank

vs.

May Mary Mahoney

No. 1824 Term, 20 05

Returnable within _____ days
from date of service hereof.

NOW May 18, 20 06 at 3:10 o'clock P.M.

served the within Complaint in Mortgage Foreclosure & Order on May Mary Mahoney

at 225 South Street, Ridgway, Elk County, PA

by handing to Chi Bon, BSW Guardian Officer - Helpmates Personal Mgmt. Services,

a true and attested copy of the original Complaint in Mortgage Foreclosure & Order and made

known to her the contents thereof. Sheriff's Costs - \$28.78 PAID

Sworn to before me this 24th

day of May A.D. 20 06

Maya J. Fitzgerald
Prothonotary
My Commission Expires
January 7, 2008

So answers,

Thomas C. Kontes Sheriff
Earl C. Portions Deputy



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101531

FIRST NATIONAL BANK OF PA. Successor in Interest

vs.

MAY MARY MAHONEY

TERM & NO. 05-1824-CD

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 06/11/06

MAKE REFUND PAYABLE TO KAMINSKY, THOMAS, WHARTON & LOVETTE

SERVE: MAY MARY MAHONEY, Guardian ad litem DAWN FORINGER, LSW

ADDRESS: 225 SOUTH STREET, RIDGWAY, PA 15853

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, May 16, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

HELPMATES Inc.**PERSONAL MANAGEMENT SERVICES******Guardianships, Representative Payees, Powers of Attorney****

Phone: (814) 772-5572

225 South Street
Ridgway, Pa. 15853

Fax: (814) 772-6851

August 30th, 2006

President Judge Fredric J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, Pa. 16830**FILED** Filed per
0/8:3000 Judge
SEP 11 2006 AmmermanWilliam A. Shaw
Prothonotary/Clerk of Courts

To The Honorable Judge Ammerman,

This is in regards to the appointment of our agency as guardian to make a best interest determination as to the pending Mortgage Foreclosure of May Mahoney's property. First National Bank of PA is requesting to proceed with Foreclosure due to non payment of the mortgage. We have reviewed the appraisals, which we received via fax on 08/15/06, (total appraisal value of the Residence/Trailer and Land is \$32,000), considered the options available regarding the foreclosure of her property, and the consequences each option may have on our ward.

On May 7th 2006 Aaron Pile, Attorney representing First National Bank of PA, contacted us with a name of a person who contacted the bank with possible interest in purchasing the property. Personal Management Services then contacted Kim Sayer who stated she is a neighbor to Mrs. Mahoney's property and her father-in-law may be interested in purchasing the property. I explained to Ms. Sayer that our agency is awaiting appraisals on the property and as soon as we receive these documents we will contact her so her father-in-law can determine if he is interested in the property. We received the appraisals on 8/15/06 and contacted Ms. Sayer who stated she will see if the buyer is interested in the property for \$32,000.

Our agency contacted the Cambria County Assistance Office to ensure Ms. Mahoney's Medicaid benefits would not be affected by the sale of the property. The caseworker stated the benefits would continue because the difference from the appraised value and sale price to the amount owed to the bank is \$1417, which does not put her over the guidelines of assets. The assistance office would just need a completed sales agreement sent to them after the sale was finalized.

Ms. Sayer contacted our office on 8/26/06 and informed us that her father-in-law is not interested in purchasing the property for the appraisal price due to all the repairs that the property would require to be livable. She has also spoke to other neighbors who at one time expressed possible interest in purchasing the property and no one is interested for the mortgage payoff or appraisal price due to the condition of the home and repairs that needed. Personal Management Services asked the interested buyer if the mortgage

payoff price interested the buyer. His response was his final offer is \$28,000 including his closing costs. I told her I would pass this along to the attorneys representing the bank handling the mortgage foreclosure and if they were interested someone would be in touch with her.

On 8/28/06 we contacted Attorney Denny Wharton, First National Bank of PA Attorney, and passed along the interested buyer's offer. Attorney Wharton stated he would contact the bank to see if they are interested. I also informed him that we would be making our determination and would fax them a copy of this letter.

Our agency considered the option of listing the property with a realtor but determined that it would not be fiscally feasible for our client. The appraisal price is \$32,000 and the amount owed to bank is \$30, 583. This is a difference of \$1417. If we listed with a realtor the commission alone would be \$1,920 (Calculated at average commissions of 6%) and Ms. Mahoney would not have any funds to cover Attorney and Closing costs involved with selling property. Listing the property would also incur further costs with our agency for arranging for sale of the property. If we were chosen to continue to represent Ms. Mahoney, we estimate our costs to total nearly or over \$1,000.00 including services already rendered. We have spoken to Ms. Mahoney's daughter who updated us on the home deteriorating condition as of 2 years ago and stated there are many repairs necessary and we feel it would be difficult to get the asking price of the appraisal, and even if the appraisal price was reached it still incurs cost for our services and does not allow funds to cover realtor fees and closing fees.

She has no available assets to bring the mortgage current and the appraisal of the property concluded the value of the property is not significantly higher than the amount owed to the bank. Our agency has passed along the name of the buyer offering a payoff price to the mortgage holder and see no distinguishable benefit to our client whether or not the bank chooses to accept this offer. The bank was informed and they will handle all future contact with the buyer since his price is less than the mortgage payoff.

After evaluating all of the options available for disposal of Ms. Mahoney's property we do not feel she is able to avoid foreclosure of the mortgage with First National Bank of PA Therefore we do not recommend listing the property for sale as a fiscally responsible option. Ms. Mahoney's needs are being met at the skilled nursing facility where she resides and we do not feel she will have any negative ramifications from foreclosing on her mortgage. She will continue to receive assistance from Medicaid for her nursing home care.

Please feel free to contact our agency with any further questions or information you may need regarding this case. We will be sending the Attorneys representing the First National Bank of PA a copy of this determination. We have also enclosed an invoice of our services provided for this case. Thank you for choosing our agency to handle this matter.

Respectfully Submitted,



Dawn Foringer, LSW
Guardian Agent

HELPMATES INCORPORATED
225 SOUTH STREET
RIDGWAY, PA 15853

INVOICE

Phone: 814-772-6850
Fax: 814-772-6851

Tax ID: 251555968

Invoice Date: 08/31/2006
Invoice No: SP10MAH08312006

Insurance No.
Patient ID: 10MAHONM

Send remittances to the address shown above:

LAW OFFICES OF K,T,W,L
AARON PILE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901

Services For:
MAHONEY, MAY

INVOICE FOR HOME HEALTH SERVICES 08/01/2006 THROUGH 08/31/2006

DATE	SERVICE	UNITS	\$ AMOUNT	TIME IN-OUT	PERSON
08/31/2006	GUARDIANSHIP	8.25	618.75		C L BON

PRIOR BALANCE \$

CURRENT \$ 618.75

TOTAL DUE \$ 618.75

Return This Portion With Payment

HELPMATES INCORPORATED

MAHONEY, MAY

Billing Period: 08/01/2006-08/31/2006

Patient ID: 10MAHONM

INVOICE DATE 08/31/2006

PRIOR BALANCE \$

CURRENT \$ 618.75

TOTAL DUE \$ 618.75

AMOUNT ENCLOSED _____

UA

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,
Plaintiff

vs.
MAY MARY MAHONEY,
Defendant

*
*
*
*
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*
*
*

NO. 05-1824-CD

ORDER

NOW, this 7th day of September, 2006, the Court noting the previously filed Motion for the Appointment of a Guardian Ad Litem filed by the Plaintiff on or about March 15, 2006; that thereafter the Court appointed Dawn Foringer, LSW, and Helpmates, Inc. as Guardian Ad Litem; that the Court has now received correspondence dated August 15, 2006 and August 30, 2006 (filed with the record) which indicates that the Guardian Ad Litem has completed her analysis. Therefore, it is the ORDER of this Court that hearing be held for the Guardian Ad Litem to state on the record the intention not to defend the Mortgage Foreclosure Action. Hearing to be held on **the 13th day of October, 2006 at 2:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. The Court further notes that the Guardian Ad Litem may participate by telephone conference call if so desired, and shall notify the Court in advance of her intention to do so.

FILED

9/8: 3267/ -icc
SEP 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

icc Atty Wharton
icc Def clo Guardian
Dawn Foringer
(6K)

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

05-1824-CD

LAW OFFICES
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYPARK STREET

JOHNSTOWN, PA 15901

(814) 535-6756

FAX (814) 535-8798

WEBSITE WWW.KTWLLAW.COM

E-MAIL INFO@KTWLLAW.COM

ROBERT E. THOMAS
DENVER E. WHARTON
DANIEL R. LOVETTE
WILLIAM L. STEPHENS, JR.

AARON M. PILE*

*REGISTERED PATENT ATTORNEY

I. SAMUEL KAMINSKY
(OF COUNSEL)

HAROLD KAMINSKY
(1903-1973)

ROBERT J. WHARTON
(1922-1997)

August 15, 2006

President Judge Fredric J. Ammerman
Clearfield County Judges' Chambers
230 East Market Street
Clearfield, PA 16830

FILED Filed per
018:3061 Judge
SEP 11 2006 Ammerman
(CW)

William A. Shaw
Prothonotary/Clerk of Courts

RE: First National Bank et al. vs. Mahoney
No: 2005-1824-CD

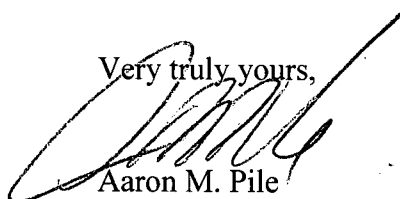
To The Honorable Judge Ammerman:

Enclosed please find copies of the appraisals which you requested for the above captioned matter. As you will note, the results are as follows:

1. Only the land - \$10,000.00
2. Only the trailer - \$23,000.00
3. Trailer and land as one unit - \$32,000.00

These appraisals have been forwarded to Michelle Dolby at Helpmates, Inc. in order to assist her in making the decision on whether to contest the mortgage foreclosure associated with the above captioned matter. Once she has had an opportunity to review this information, I will contact her to determine the appropriate course of action. I will continue to keep you updated on this situation. Thank you for your consideration in this matter.

Very truly yours,



Aaron M. Pile

cc: Michelle Dolby

Manufactured Home Appraisal Report

 06060235
 File No. 06060235-A

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Thomas J. Burleigh
 Name Thomas J. Burleigh
 Company Name Burleigh Appraisals
 Company Address P.O. Box 407
Punxsutawney, Pa. 15767
 Telephone Number 814-938-4004
 Email Address _____
 Date of Signature and Report August 10, 2006
 Effective Date of Appraisal June 15, 2006
 State Certification # _____
 or State License # GA-000-842-L
 or Other (describe) _____ State # _____
 State PA
 Expiration Date of Certification or License 06/07

ADDRESS OF PROPERTY APPRAISED

2824 Town Road
La Jose, Pa. 15753

APPRAISED VALUE OF SUBJECT PROPERTY \$ 23,000

LENDER/CLIENT

Name May Mary Mahoney
 Company Name First National Bank of Pa.
 Company Address 4140 East State St. Hermitage, Pa. 16148
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

COPY

ADDENDUM

Broker: May Mary Mahoney

File No.: 08080235-A

Property Address: 2624 Town Road

Case No.: 08080235

City: La Jolla

State: Pa.

Zip: 15753

Lender: First National Bank of Pa.

Neighborhood Description

The neighborhood is a mixture of 1-2 story homes, some singlewide manufacture and doublewide manufactured homes, and some commercial sites. The subject is located 4 miles from the Mahaffey Fire Department. The property is located 18 miles from the Punxsutawney Borough for major shopping and major employment centers. The property is located 27 miles from the Branch campus of Indiana University. There are some homes that have been remodeled and some that are in the process of remodeling.

06060233

LAND APPRAISAL REPORT

File No. 06060233

Property Address 2824 Town Road		City La Jose		County Clearfield		State Pa.		Census Tract 3319-NEWBURG		Zip Code 15753		LENDER DISCRETIONARY USE	
Legal Description Deed Book 1599 Page 337 10/85 \$5,000		Owner/Occupant May Mary Mahoney		Sale Price \$ n/a		Date of Sale n/a		Tax Year 2006		HOA \$/Mo n/a		Sale Price \$	
Loan charges/concessions to be paid by seller \$ n/a		R.E. Taxes \$ 100.89		Lender/Client May Mary Mahoney		1824 Town Road, La Jose, PA 15753		Property Rights Appraised		Mortgage Amount \$		Mortgage Type	
<input checked="" type="checkbox"/> Fee Simple		<input type="checkbox"/> Leasehold		<input type="checkbox"/> Condominium (HUD/VA)		<input type="checkbox"/> PUP		Source		Discount Points and Other Concessions		Paid by Seller \$	
LOCATION		<input type="checkbox"/> Urban		<input type="checkbox"/> Suburban		<input checked="" type="checkbox"/> Rural		NEIGHBORHOOD ANALYSIS		Dead		Avg	
BUILT UP		<input type="checkbox"/> Over 75%		<input checked="" type="checkbox"/> 25-75%		<input type="checkbox"/> Under 25%		Employment Stability		<input type="checkbox"/> X		<input type="checkbox"/> Fair	
GROWTH RATE		<input type="checkbox"/> Rapid		<input checked="" type="checkbox"/> Stable		<input type="checkbox"/> Slow		Convenience to Employment		<input type="checkbox"/> X		<input type="checkbox"/>	
PROPERTY VALUES		<input type="checkbox"/> Increasing		<input checked="" type="checkbox"/> Stable		<input type="checkbox"/> Declining		Convenience to Shopping		<input type="checkbox"/> X		<input type="checkbox"/>	
DEMAND/SUPPLY		<input type="checkbox"/> Shortage		<input checked="" type="checkbox"/> In Balance		<input type="checkbox"/> Over Supply		Convenience to Schools		<input type="checkbox"/> X		<input type="checkbox"/>	
MARKETING TIME		<input type="checkbox"/> Under 3 Mos.		<input checked="" type="checkbox"/> 3-6 Mos.		<input type="checkbox"/> Over 6 Mos.		Adequacy of Public Transportation		<input type="checkbox"/> X		<input type="checkbox"/>	
PRESENT LAND USE %		LAND USE CHANGE		PREDOMINANT OCCUPANCY		SINGLE FAMILY HOUSING		Recreation Facilities		<input type="checkbox"/> X		<input type="checkbox"/>	
Single Family 40		Not Likely <input type="checkbox"/>		Owner <input checked="" type="checkbox"/>		PRICE \$ (000)		Adequacy of Utilities		<input type="checkbox"/> X		<input type="checkbox"/>	
2-4 Family 10		Likely <input checked="" type="checkbox"/>		Tenant <input type="checkbox"/>		AGE (yrs)		Property Compatibility		<input type="checkbox"/> X		<input type="checkbox"/>	
Multi-family 10		In process <input type="checkbox"/>		Vacant (0-5%) <input checked="" type="checkbox"/>		20 Low 5		Protection from Detrimental Cond.		<input type="checkbox"/> X		<input type="checkbox"/>	
Commercial 5		To: vacant to residential		Vacant (over 5%) <input type="checkbox"/>		80 High 120		Police & Fire Protection		<input type="checkbox"/> X		<input type="checkbox"/>	
Industrial 5						Predominant		General Appearance of Properties		<input type="checkbox"/> X		<input type="checkbox"/>	
Vacant 50						40 - 45		Appeal to Market		<input type="checkbox"/> X		<input type="checkbox"/>	

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: **See Attached Addendum.**

Dimensions 2 lots 60' x 145' and 60' x 205' m/l		Site Area 21,000 sq. ft. or 0.48 acre m/l		Corner Lot no		Topography level-street grade	
Zoning Classification no zoning regulations		Zoning Compliance none		HIGHEST & BEST USE: Present Use vacant land		Other Use none	
UTILITIES		Public		Other		Shape larger than typical	
Electricity <input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		Drainage appears adequate	
Gas <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		View rural-residential	
Water <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		Landscaping none	
Sanitary Sewer <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		Driveway gravel-limestone	
Storm Sewer <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		Apparent Easements typical utilities	
FEMA Flood Hazard Yes		No C		FEMA Map/Zone 420311-A		04/10/86	

COMMENTS (Apparent adverse encroachments, encroachments, special assessments, slide areas, etc.): **There were no adverse encroachments or encroachments seen at the time of the field inspection.**

The undersigned has relied on recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2824 Town Rd.	2nd Street	Rt 219	Rt 36
Proximity to Subject	La Jose	Burnside	6 miles	Mahaffey
Sales Price	\$ n/a	\$ 11,000	\$ 5,000	\$ 5,000
Price/ACRE	\$ n/a	\$	\$	\$
Date Source	field insp.	Appraiser's files	Appraiser's files	Appraiser's files
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	conv.	conv.	conv.	conv.
Concessions	none	none	none	none
Date of Sale/Time	n/a	07/08/05/CL	12/27/05/CL	03/14/05/CL
Location	rural/avg	rural/avg	rural/avg	rural/avg
Site/View	0.48 ac/avg	0.14 ac/avg	0.53 ac/avg	0.17 ac/avg
TOPOGRAPHY	level	level	level	level
USE	open	24' x 30' gar	open	open
ROAD ACCESS	avg-good	avg-good	avg-good	avg-good
WATER/SEWAGE	well/septic	none	none	none
Net Adj. (total)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Indicated Value of Subject	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,500

Comments of Sales Comparison: **The sales utilized are the best available and are representative of the fast paced land market. Sale #1 was most like the subject and was given the most weight.**

Comments and Conditions of Appraisal: **See Attached Addendum.**

Final Reconciliation: **It was the purpose of the appraisal to estimate the market value of the subject property. The indicated value does include an on site standard septic system and a drilled water well.**

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED OF THE SUBJECT PROPERTY AS OF **June 15, 2006** to be \$ **10,000**

I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s) SIGNATURE **Thomas J. Blough** Review Appraiser SIGNATURE

(If applicable) NAME

☐ Did ☐ Did Not Inspect Property

06060233
File No. 06060233**LEGAL DESCRIPTION:****NEIGHBORHOOD COMMENTS:**

The subject is located in the area commonly known as LaJose, which is also commonly referred to as the Newburg Borough. The very small town has a mixture of residential, 2-4 family homes, and commercial sites. The property is primarily residential with a mixture of 1-2 story homes, some single and doublewide manufactured homes. The subject is located near Rt 36 which is a major north-south highway. The property is located 7 miles from the Harmony Schools, and 5 miles from local store at Mahaffey and the Mahaffey Fire Department. The subject is located 21 miles from the Punxsutawney Business District for major shopping and 22 miles from the branch campus of Indiana University. The property is located 23 miles from the Punxsutawney Industrial Park for major employment centers. The property is located 30 miles from Altoona for major employment centers.

COMMENTS AND CONDITIONS OF APPRAISAL:

The unit value is an overall factor. In the event of a subdivision a re evaluation is recommended. The appraisal does not take into consideration, oil, gas or mineral rights. According to the buyer all oil, gas, coal and mineral rights are included. The appraiser is to determine the value of the land only. At the present time, there is a 27' x 40' doublewide manufactured home with a well and standard septic system on the land. The building is not to be appraised, only the land, as though, the land were vacant.

Manufactured Home Appraisal Report

06080235

File No. 06080235

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2824 Town Road** City **La Josa** State **Pa.** Zip Code **16753**
 Borrower **May Mary Mahoney** Owner of Public Record **May Mary Mahoney** County **Clearfield**
 Legal Description **Deed 1599 Page 337** 10/85 \$5,000 Newburg Borough
 Assessor's Parcel # **14-D13-321-16** Year Tax **2006** RE Taxes \$ **722.52**
 Neighborhood Name **Village of La Josa/Newburg Borough** Map Reference **14-D13-321-16** Census Tract **3319/NEWBURG**
 Occupant ☐ Owner ☐ Tenant ☒ Vacant Project Type (if applicable) ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)
 Special Assessments \$ **NA** HOA \$ **NA** per year ☐ per month ☐
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe)
 Lender/Client **First National Bank of Pa.** Address **4140 East State St. Hermitage, Pa. 16148**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No
 Report date source(s) used, offering price(s), and date(s). **The owner of record, The Clearfield-Jefferson Board of REALTORS**

Manufactured homes located in either a condominium or cooperative project require the appraiser to inspect the project and complete the Project Information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.
☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ **NA** Date of Contract **NA** Is the property sold to the owner of public record? ☐ Yes ☐ No (Date Source(s))
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid. \$ **NA**

☐ did ☒ did not analyze the manufacturer's invoice. Explain the results of the analysis of the manufacturer's invoice or why the analysis was not performed. **The home was built in 1993, there was no original invoice or paperwork from the dealer that sold the manufactured home.**

Regulator's Name (New Construction)
 Notes: Block and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			Manufactured Housing Trends			Manufactured Housing		Present Land Use %				
Location	Urban	Suburban	Rural	Property Values	Increasing	Stable	Declining	PRICE (\$000)	AGE (yrs)	One-Unit	2-4 Unit	5 %
Build Up	Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	Shortage	<input checked="" type="checkbox"/> In Balance	Over Supply	20 Low	5	Multi-Family	5 %	
Growth	Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	Under 3 mths	3-6 mths	<input checked="" type="checkbox"/> Over 6 mths	80 High	120	Commercial	5 %	
Neighborhood Boundaries	The micro neighborhood is the central area in the village of La Josa or commonly known as Newburg. The macro neighborhood is the Newburg Borough.						40 Med.	45	Other vacant	50 %		

 Neighborhood Description **See Attached Addendum**

Market Conditions (including support to the above conclusions) **Financing is readily available at rates purchasers consider attractive. Typical marketing time is 120-180 days is common, with a faster demand due to the summer selling season. Interest rates range from 5.5% to 11.5%.**

Settlers are not required to offer sales or financing concessions.
 Dimensions **2 lots 60' x 205' and 60' x 145'** Area **21,000 Sq.Ft./0.48 acre** Shape **L shaped** View **rural-residential**

Specific Zoning Classification **no zoning regulations** Zoning Description **no zoning regulations**

Zoning Compliance ☐ Legal ☐ Legal Nonconforming (Grandfathered Use) ☒ No Zoning ☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☐ Yes ☐ No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	100amp/18cb	Water	<input checked="" type="checkbox"/> well	Street asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	oil	Sanitary Sewer	<input checked="" type="checkbox"/> on-site septic	Alley dead alley	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **C** FEMA Map # **420311 A** FEMA Map Date **04/10/88**

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Is the site size, shape and topography generally conforming to and acceptable in the market area? ☒ Yes ☐ No If No, explain

Is there adequate vehicular access to the subject property? ☒ Yes ☐ No If No, describe

Is the street property maintained? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (encroachments, environmental conditions, etc.)? ☐ Yes ☒ No If Yes, describe

The HUD Data Plate/Compliance Certificate is located on the interior of the subject and contains, among other things, the manufacturer's name, trade/model name, year manufactured and serial number. The HUD Certification Label is located on the exterior of each section of the home.

Is the HUD Data Plate/Compliance Certificate attached to the dwelling? ☒ Yes ☐ No If Yes, identify the location. If No, provide the data source(s) for the HUD Data Plate/Compliance Certificate information. **The door of the electric service entrance box in the #2 bedroom**

Is a HUD Certification Label attached to the exterior of each section of the dwelling? ☒ Yes ☐ No If No, provide the data source(s) for the HUD Certification Label #s

Manufacturer's Serial # (SVIN #) **12-29042-A-B**
 HUD Certification Label # (s) **PFS-358009, PFS-358008**
 Manufacturer's Name **Redman** Trade/Model **NA** Date of Manufacture **02/93**
 Do the Wind, Roof Load, and Thermal Zones meet the minimum HUD requirements for the location of the subject property? ☒ Yes ☐ No If No, explain

Manufactured Home Appraisal Report

08080235

File No. 08080235

General Description		Foundation		Exterior Description		Interior	
# of Units	<input checked="" type="checkbox"/> One	Acid/Mon	<input type="checkbox"/> Poured Concrete	Concrete Runners	Skirting	vertical vinyl	Floor
# of Stories	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> Block & Pier	Other- etc. description	Exterior Walls	vinyl	Floor
Design (Style)	doublewide		Full Basement	Partial Basement	Roof Surface	asphalt shingle	Walls
# of Sections	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> Basement Area	0 sq. ft.	Gutters & Downspouts	none	Trim/Finish
Other			Basement Finish	NA	Window Type	double hung	Bath Floor
Type	<input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Att.	Outside Entry/Exit	Sump Pump	Storm Sash/Insulated	yos/no	Bath Wall
<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Proposed	<input type="checkbox"/> Under Const.	Evidence of	Infestation	Screens	yos	Car Storage
Year Built	1993	Effective Age (Yr)	10	Dampness	Settlement		# of Cars
And:	<input checked="" type="checkbox"/> None	Heating	<input checked="" type="checkbox"/> FWA	MWBB	Radiant		Driveway Surface
Drop Stair		Stairs		Other	Fuel oil		Garage
Floor		Scuttle		Cooling	Central Air Conditioning		Carport
Finished		Heated		Individual	Other		Attached
Appliances	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Range/Oven	Dishwasher	Disposal	Microwave	Washer/Dryer	Built-in
Finished area above grade contains:	7 Rooms	3 Bedrooms	2 Bath(s)	1,080 Square Feet of Gross Living Area Above Grade			

Describe any additions or modifications (decks, rooms, remodeling, etc.) There is a set of metal steps at the front door and a new 8' x 8' wooden deck off the side of the home. There is a large master bedroom with a master bath. There is an eat-in area in the kitchen and a laundry room off the kitchen. There is a cathedral in the living room and kitchen several rooms in the home.

Is the manufactured home attached to a permanent foundation system? ☐ Yes ☒ No If No, describe the foundation system and the manner of attachment. The home has concrete piers with the home being blocked and leveled, and the vinyl skirting installed. There are no tie downs or hurricane straps.

Have the towing hitch, wheels, and axle been removed? ☒ Yes ☐ No If No, explain

Is the manufactured home permanently connected to a public tank or sewage system and other utilities? ☒ Yes ☐ No If No, explain

Does the dwelling have sufficient gross living area and room dimensions to be acceptable to the market? ☒ Yes ☐ No If No, explain

Additional features (special energy efficient items, non-ready items, etc.) There are metal insulated doors, storm windows and skylights in the kitchen.

The appraiser must rate the quality of construction for the subject unit based on objective criteria (such as N.A.D.A. Manufactured Housing Appraisal Guide®, Marshall & Swift Residential Cost Handbook®, or other published cost service). The appraiser must also report the source used for this quality of construction rating determination.

Quality ☐ Poor ☐ Fair ☒ Average ☐ Good ☐ Excellent Identify source of quality rating Marshall Evaluation Service

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The condition is rated as good, this is due to the condition of the interior and exterior.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (our survey of comparable land sales or other methods for estimating site value) The site value was estimated by comparing the subject site to similar vacant sites that have sold. Information on similar sites are from the Clearfield Assessment Office.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data	Marshall & Swift	Effective date of cost data	01/05	Quality rating from cost service	average
OPINION OF SITE VALUE	0.48 acre m/l			Exterior Dimensions of the Subject Unit	
Section One	540 Sq. ft. @ \$ 38.05	\$ 19,487	13.50 x	40.00 =	540 Sq. ft.
Section Two	540 Sq. ft. @ \$ 38.05	\$ 20,547	13.50 x	40.00 =	540 Sq. ft.
Section Three	Sq. ft. @ \$	\$	x	=	0 Sq. ft.
Section Four	Sq. ft. @ \$	\$	x	=	0 Sq. ft.
porches, piers, blocks-leveling material, skirting	\$ 6,500				
				Total Gross Living Area:	1,080 Sq. ft.

Sub-total:	\$ 48,514	N.A.D.A. Data Identification Info: Edition Mo:	Yr:
Cost Multiplier (if applicable):	x	MH State:	Region:
Modified Sub-total:	48,514	Gray pg	White pg
Physical Depreciation or Condition Modifier:	9,088	15 years and older Conversion Chart pg	Black & White pg
Functional Obsolescence (not used for N.A.D.A.):			Yellow pg
External Depreciation or State Location Modifier:			
Delivery, Installation, and Setup (not used for N.A.D.A.):	\$		
Other Depreciated Site Improvements:	\$		
Market Value of Subject Site (as supported above):	\$ 8,000		
Indicated Value by Cost Approach:	\$ 43,426	Estimated Remaining Economic Life (HUD and VA only)	40 Years

Summary of Cost Approach: The cost approach reflects the cost of replacement with like quality and gross living area. Physical depreciation is based on the age-life method. Functional depreciation is due to the lack of basement storage. Economic depreciation is based on the economics of the area.

Manufactured Home Appraisal Report

08080235

File No. 08080235

There are 3 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 23,000 to \$ 45,900				
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 23,600 to \$ 50,000				
FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
2824 Town Road	1226 Town Road	Rt 17010	240 Fulton Lane	
Address	La Jose	New Washington	Luthersburg	Westover
Proximity to Subject	1.17 MILES SW	14.82 MILES NNW	5.54 MILES SW	
Sale Price	\$ 32,000	\$ 23,500	\$ 50,000	
Sale Price/Gross Liv. Area	\$ NA sq. ft.	\$ 29.63 sq. ft.	\$ 22.25 sq. ft.	\$ 35.92 sq. ft.
Manufactured Home	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Data Source(s)	Appraiser's files/MLS records	Appraiser's files/MLS records	Appraiser's files/MLS records	
Verification Source(s)	Courthouse records	Courthouse records	Courthouse records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Size of Finishing	conv.	conv.	conv.	conv.
Concessions	none	none	none	none
Date of Sale/Time	12/19/05/CL	02/15/06/CL	08/08/05/CL	
Location	rural/avg	rural/avg	rural/avg	rural/a-g
Leasehold/Fee Simple	fee simple	fee simple	fee simple	fee simple
Size	0.46 ac/avg	0.25 ac/avg	1.18 ac/avg	2.07 ac/avg
View	rural-resid.	rural-resid.	rural-resid.	rural-resid.
Design (Style)	dbwide/avg	dbwide/avg	dbwide/a-f	dbwide/good
Quality of Construction	average	average	average	average
Actual Age	13a/10e	9a/10e	27a/15e	2a/5e
Condition	good	good	avg-good	very good
Adverse Grade	Total: 0.000 sq. ft.	Total: 0.000 sq. ft.	Total: 0.000 sq. ft.	Total: 0.000 sq. ft.
Room Count	6 3 2	5 3 2	6 3 1	8 3 2
Gross Living Area 5.00	1,080 sq. ft.	1,080 sq. ft.	1,058 sq. ft.	1,392 sq. ft.
Basement & Finished	0 Sq. Ft.	0 Sq. Ft.	1058 Sq. Ft.	1392 Sq. Ft.
Rooms Below Grade	0w/0f	0w/0f	1058u/0f	1392u/0f
Functional Utility	average	average	average-good	average-good
Heating/Cooling	fa/oil/none	fa/oil/none	ebb/none	fa/oil/none
Energy Efficient Items	storm wind	storm wind	storm wind	storm wind
Garage/Carport	none	none	none	none
Porch/Patio/Deck	front stoop	front cov. ofp	front ecp	front deck
porches	side deck	side stoop	rear stoop	side deck
storage bldg.	none	none	none	storage bldg.
kitchen & bath	mod kit&bth	mod kit&bth	mod kit&bth	mod kit&bth
Net Adjustment (Total)	<input checked="" type="checkbox"/> - <input type="checkbox"/> + \$ 1,500	<input checked="" type="checkbox"/> - <input type="checkbox"/> + \$ 5,600	<input checked="" type="checkbox"/> - <input type="checkbox"/> + \$ 21,600	
Adjusted Sale Price of Comparables	Net Adj. 4.7% Gross Adj. 14.1% \$ 33,500	Net Adj. 23.8% Gross Adj. 74.9% \$ 28,100	Net Adj. -43.2% Gross Adj. 43.2% \$ 28,400	

☒ I did not research the sale or transfer history of the subject property and comparable sales. If not, explain:

My research ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Clearfield County Assessment Office

My research ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Clearfield County Assessment Office

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	10/85	04/05/05	12/15/00	05/19/00
Price of Prior Sale/Transfer	\$5,000	1	\$54,000	1
Date Source(s)	courthouse	courthouse	courthouse	courthouse
Effective Date of Data Source(s)	03/15/06	08/15/06	08/15/06	08/15/06

Analysis of prior sale or transfer history of the subject property and comparable sales The last transfer of the subject was for \$5,000 on 10/85, then the doublewide home was purchased in 1993. Sale #1 was transferred for \$1 on 04/05/05. Sale #2 was last transferred on 12/15/00 for \$54,000. Sale #3 had no transfer.

Summary of Sales Comparison Approach: The sales indicate a relatively tight range of value. Comparable sale #1 was most like the subject due to the net adjustment and was given the most weight. GLA adjustments and were made at a price of \$5 and then rounded. The comparable sales are the best available and were confirmed and are representative of the La Jose market. Homes like the subject are common for the very small Newburg Borough. Due to the low population density and the lack of similar doublewide manufactured home sales in the Newburg Borough, the appraiser has expanded the search for similar comparable sales. The appraiser has utilized sales whose adjustments may exceed the guidelines.

Indicated Value by Sales Comparison Approach \$ 32,000

Indicated Value by: Sales Comparison Approach \$ 32,000

Cost Approach \$ 43,428

Income Approach (if developed) \$ NA

The sales comparison approach was given the most weight with a secondary support from the cost approach. The income approach was deemed inapplicable.

This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, or ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 32,000 as of June 15, 2006, which is the date of inspection and the effective date of this appraisal.

Form 1000-1000-1000-1000

Product used: not defined, 08/23/07 www.earthlink.net

Burlough Appraisals

Form 1000-1000-1000-1000

Manufactured Home Appraisal Report

08080235

File No. 08080235

This appraisal should not be misconstrued as a home inspection for environmental, structural, or mechanical integrity or as a warranty of condition.

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$

X Gross Rent Multiplier

= 5

Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes☐ No

Unit type(s)

☐ Detached☐ Attached

Provide the following information for PUD: ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Date source(s)

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes☐ No

If Yes, date of conversion

Does the project contain any multi-dwelling units?

☐ Yes☐ No

Date source(s)

Are the units, common elements, and recreation facilities complete?

☐ Yes☐ No

If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?

☐ Yes☐ No

If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Manufactured Home Appraisal Report

06060235

File No. 06060235

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Thomas J. Burleigh
 Name Thomas J. Burleigh
 Company Name Burleigh Appraisals
 Company Address P.O. Box 407
Punxsutawney, Pa. 15767
 Telephone Number 814-938-4004
 Email Address _____
 Date of Signature and Report June 30, 2006
 Effective Date of Appraisal June 15, 2006
 State Certification # _____
 or State License # GA-002842-L
 or Other (describe) _____ State # _____
 State PA
 Expiration Date of Certification or License 06/07

ADDRESS OF PROPERTY APPRAISED

2824 Town Road
La Jose, Pa. 15763

APPRAISED VALUE OF SUBJECT PROPERTY \$ 32,000

LENDER/CLIENT

Name May Mary Mahoney
 Company Name First National Bank of Pa.
 Company Address 4140 East State St. Hermitage, Pa. 16148
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Manufactured Home Appraisal Report

This appraisal should not be misconstrued as a home inspection for environmental, structural, or mechanical integrity or as a warranty of condition.

08060235
File No. 08060235

INCOME APPROACH TO VALUE (not required by Fannie Mae)
Estimated Monthly Market Rent \$ _____
X Gross Rent Multiplier _____ = \$ _____
Indicated Value by Income Approach

PROJECT INFORMATION FOR PUDs (if applicable)
Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Does the project contain any multi-family units? ☐ Yes ☐ No If Yes, date of completion _____
Is the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion _____

Get name of project _____
Get number of phases _____
Get number of units rented _____
Total number of units _____
Total number of units for sale _____
Total number of units sold _____
Date source(s) _____

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____
Date source(s) _____

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options: _____

Describe common elements and recreational facilities: _____

Manufactured Home Appraisal Report

06080235

File No. 06080235

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Thomas J. Burtleigh
 Name Thomas J. Burtleigh
 Company Name Burtleigh Appraisals
 Company Address P.O. Box 407
Punxsutawney, Pa. 15767
 Telephone Number 814-538-4004
 Email Address _____
 Date of Signature and Report June 30, 2006
 Effective Date of Appraisal June 15, 2006
 State Certification # _____
 or State License # GA-000-842-L
 or Other (describe) _____ State # _____
 State PA
 Expiration Date of Certification or License 06/07

ADDRESS OF PROPERTY APPRAISED

2824 Town Road
La Jose, Pa. 15753

APPRAISED VALUE OF SUBJECT PROPERTY \$ 32,000

LENDER/CLIENT

Name May Mary Wohone
 Company Name First National Bank of Pa.
 Company Address 5140 West State St. Hermitage, Pa. 16148
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDENDUM

Borrower: May Mary Mahoney

Property Address: 2824 Town Road

City: La Josa

Lender: First National Bank of Pa.

File No.: 08080236

Case No.: 08080236

State: Pa.

Zip: 16753

Neighborhood Description

The neighborhood is a mixture of 1-2 story homes, some singlewide manufacture and doublewide manufactured homes, and some commercial sites. The subject is located 4 miles from the Mahaffey Fire Department. The property is located 18 miles from the Punxsutawney Borough for major shopping and major employment centers. The property is located 27 miles from the Branch campus of Indiana University. There are some homes that have been remodeled and some that are in the process of remodeling.

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

FIRST NATIONAL BANK OF
PENNSYLVANIA, successor-in-
interest via merger to PROMISTAR:
BANK, formerly LAUREL BANK

VS.

MAY MARY MAHONEY

:
:
:
:
:
:
:

NO. 05-1824-CD

FILED
OCT 17 2006
William A. Shaw
Prothonotary/Clerk of Courts
205 South St.
Ridgway, PA
15853
CR

O R D E R

AND NOW, this 13th day of October, 2006, following discussion on the record as to the intention of the Guardian Ad Litem not to defend the mortgage foreclosure, it is the ORDER of this Court as follows:

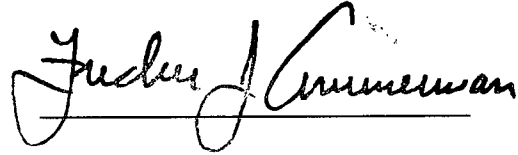
1. The Guardian Ad Litem, as previously appointed, shall continue to serve as Guardian Ad Litem for a period not to exceed six (6) weeks from this date.

2. In the event that a buyer for the property in question is found at a satisfactory price, the Guardian Ad Litem is authorized to execute any sales agreement, closing documents, deed and any other sales-related documents that are required in order to effectuate the sale and transfer of the property.

3. Notwithstanding whether a sale is completed, the Guardian Ad Litem's final bill shall be submitted to the Court for approval upon the expiration of the term of the Guardian Ad

Litem, and the First National Bank of Pennsylvania has agreed to pay any remaining reasonable bill and expenses.

BY THE COURT,

A handwritten signature in cursive script, reading "Justice J. C. Cunningham". The signature is written over a horizontal line.

President Judge

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1824-CD

TYPE OF DOCUMENT:

PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT

ATTORNEY FOR PLAINTIFF:

DENVER E. WHARTON, ESQUIRE
SUPREME COURT I.D. #31800
KAMINSKY, THOMAS, WHARTON
& LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PA 15901
TELEPHONE: (814) 535-6756

FILED
DEC 04 2006

Any pd. 20.00
Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts

Statement to
Atty Wharton

(64)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 05-1824-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
Plaintiff	:	
vs.	:	
	:	
MAY MARY MAHONEY,	:	
	:	
Defendant	:	

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

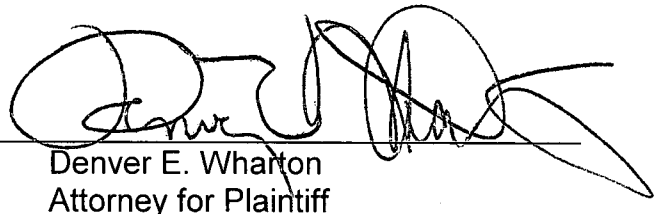
TO THE PROTHONOTARY OF THE ABOVE NAMED COURT:

Enter Judgment in favor of the Plaintiff and against the Defendant, MAY MARY MAHONEY, in the above captioned matter in the sum of TWENTY-SIX THOUSAND FIVE HUNDRED THREE and 80/100 (\$26,503.80) DOLLARS, plus costs and legal interest for failure of the Defendant to file an Answer.

I hereby certify that written Notice of intention to file the within Praecipe was mailed (or delivered) to the Defendant and her attorney of record, if any, after the default occurred and at least ten (10) days prior to the filing of the within Praecipe. Attached hereto is a copy of said Notice together with a copy of the Certificate of Mailing verifying same.

KAMINSKY, THOMAS, WHARTON & LOVETTE

By


Denver E. Wharton
Attorney for Plaintiff

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING		Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR POSTAGE	<i>Dew</i>	JOHNSTOWN PA	NOV. 16.06	# 0000038867	00.95 ★★
Recd	KAMINSKY, THOMAS, WHARTON & LOVETTE				
	360 STONYCREEK STREET				
	JOHNSTOWN, PA 15901				POSTALIA 298866
One piece of ordinary mail addressed to:					
Chi Bon, BSW					
Helpmates, Inc.					
225 South Street					
Ridgeway, PA 15853					

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING		Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR POSTAGE	<i>Dew</i>	JOHNSTOWN PA	NOV. 16.06	# 0000038867	00.95 ★★
Recd	KAMINSKY, THOMAS, WHARTON & LOVETTE				
	360 STONYCREEK STREET				
	JOHNSTOWN, PA 15901				POSTALIA 298866
One piece of ordinary mail addressed to:					
May Mary Mahoney					
Beverly Healthcare, HAIDA Manor					
397 Third Avenue Extension					
Hastings, PA 16646					

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING		Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL DOES NOT PROVIDE FOR POSTAGE	<i>Dew</i>	JOHNSTOWN PA	NOV. 16.06	# 0000038867	00.95 ★★
Receive	KAMINSKY, THOMAS, WHARTON & LOVETTE				
	360 STONYCREEK STREET				
	JOHNSTOWN, PA 15901				POSTALIA 298866
One piece of ordinary mail addressed to:					
May Mary Mahoney					
2824 Town Road					
La Jose, PA 15753					

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1824-CD

FIRST NATIONAL BANK OF PA, et al.

vs.

MAY MARY MAHONEY

PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT

FILED
DEC 04 2006

William A. Straw
Prothonotary/Clerk of Courts

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

(Rule of Civil Procedure No. 236)

CC: j

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,
Successor-in-Interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

: No. 05-1824-CD

Plaintiff

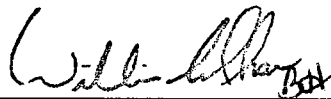
vs.

MAY MARY MAHONEY,

Defendant

TO: May Mary Mahoney
2824 Town Road
La Jose, PA 15753

Notice is given that a judgment in the above captioned matter
has been entered against you on December 4, 2006.



Prothonotary of Clearfield County

(Rule of Civil Procedure No. 236)

CC-1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA,	:	No. 05-1824-CD
Successor-in-Interest via merger to	:	
PROMISTAR BANK, formerly	:	
LAUREL BANK,	:	
	:	
	:	
Plaintiff	:	
vs.	:	
	:	
MAY MARY MAHONEY,	:	
	:	
	:	
Defendant	:	

TO: May Mary Mahoney
Beverly Healthcare, HAIDA Manor
397 Third Avenue Extension
Hastings, PA 16646

Notice is given that a judgment in the above captioned matter
has been entered against you on December 4, 2006.



Prothonotary of Clearfield County

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

COPIES

First National Bank of PA
Promistar Bank
Laurel Bank
Plaintiff(s)

No.: 2005-01824-CD

Real Debt: \$26,503.80

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

May Mary Mahoney
Defendant(s)

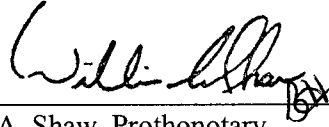
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 4, 2006

Expires: December 4, 2011

Certified from the record this 4th day of December, 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

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

First National Bank of PA, Successor-
in-Interest via merger to Promistar
Bank, formerly Laurel Bank

Plaintiff(s)

vs.

May Mary Mahoney

Defendant(s)

IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1824-CD Term, 19 E.D.

No. Term, 19 C.D.

To The Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:
(Specifically describe property)

2824 Town Road (formerly 276 Main Street), La Jose, Newburg Borough, Clearfield
County, PA 15753

SEE ATTACHED

FILED *Att. pd. 20.00*
m/12:47/34 ice @ lewrits
JAN 11 2007 *w/ descr. to Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts *(6H)*

Amount due \$ 26,503.80

Interest from 11-08-05 \$

(Costs to be added) TOTAL \$

Prothonotary costs

KAMINSKY, THOMAS, WHARTON & LOVETTE

Dated January 9, 2007

By *[Signature]*

Attorney for Plaintiff(s)
Denver E. Wharton

No. 05-1824-CD Term, 19 E.D.

No. Term, 19 C.D.
IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA.

First National Bank of PA, et al

vs.

May Mary Mahoney

PRAECIPE

FOR WRIT OF EXECUTION

(Mortgage Foreclosure)
P.R.C.P. 3180 to 3183

PROTHONOTARY COSTS:

(Praecipe, Writ and Copies)

Use Attorney

Use Plaintiff

KAMINSKI, THOMAS, WHARTON & LOVETTE

By



Attorney for Plaintiff(s)

Denver E. Wharton

FILED

JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

RE: First National Bank of PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. May Mary Mahoney

No. 05-1824-CD

Premises: 2824 Town Road (formerly 276 Main Street)
La Jose, PA 15753

ALL those two (2) certain pieces or parcels of land situate in Newburg Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BOUNDED on the North by Main Street, on the south by Lot now owned by Howard Lee; on the East by Lot #8 now owned by the Grantee herein, and on the West by Lot #6, and being known as Lot #7 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

EXCEPTING AND RESERVING under the Grantors herein the right and privilege of repairing, maintaining the repairing a water pipe line which crosses the lot herein conveyed to Lot #6, which is retained by the Grantors herein.

THE SECOND THEREOF

BOUNDED on the North by Main Street, on the South by a sixteen (16) foot alley; on the East by Lot #9, now owned by Albert Kitchen; on the West by Lot #7, now owned by the Grantee, and part of Lot #7, now owned by Howard Lee, being known as Lot #8 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

BEING the same pieces or parcels of land which Frank G. Spaid and Katherine E. Spaid, husband and wife, et al., by their deed dated March 17, 1994, and recorded in the Office of the Recorder of Deeds in and for Clearfield County on April 20, 1994, in Deed Book Volume 1599, page 337, granded and conveyed unto May Mary Mahoney.

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

First National Bank of PA, Successor-
in-Interest via merger to Promistar
Bank, formerly Laurel Bank

Plaintiff(s)

vs.

May Mary Mahoney

No. 05-1824-CD

19 ____ E. D.

No. _____

19 ____ C. D.

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(Specifically describe property)

2824 Town Road (formerly 276 Main Street), La Jose, Newburg Borough, Clearfield
County, PA 15753

Amount due

\$ 26,503.80

Interest from 11-08-05

\$

Prothonotary costs

(Costs to be added)

TOTAL

\$

Dated

11/11/07

William A. Hays

Prothonotary

By: _____

Deputy

SEAL

RECEIVED WRIT THIS _____ day _____

No. 05-1824-CD 19 ____ E.D.

of _____ A.D., 19 ____
at _____ M.

No. _____ 19 ____ C.D.
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

_____ Sheriff

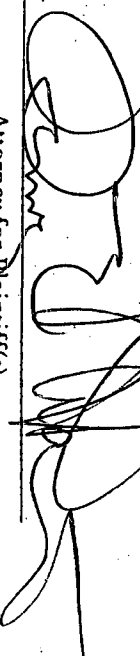
First National Bank of PA, et al.

vs.
May Mary Mahoney

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	26,503	80
Interest from .11-08-05...		
Prothonotary	132	00
Use Attorney		
Use Plaintiff		
Attorney's Comm.		
Satisfaction		
Sheriff		
.....		

KAMINSKY, THOMAS, WHARTON & LOVETTE

By 
Attorney for Plaintiff(s)
Denver E. Wharton

RE: First National Bank of PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. May Mary Mahoney

No. 05-1824-CD

Premises: 2824 Town Road (formerly 276 Main Street)
La Jose, PA 15753

ALL those two (2) certain pieces or parcels of land situate in Newburg Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BOUNDED on the North by Main Street, on the south by Lot now owned by Howard Lee; on the East by Lot #8 now owned by the Grantee herein, and on the West by Lot #6, and being known as Lot #7 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

EXCEPTING AND RESERVING under the Grantors herein the right and privilege of repairing, maintaining the repairing a water pipe line which crosses the lot herein conveyed to Lot #6, which is retained by the Grantors herein.

THE SECOND THEREOF

BOUNDED on the North by Main Street, on the South by a sixteen (16) foot alley; on the East by Lot #9, now owned by Albert Kitchen; on the West by Lot #7, now owned by the Grantee, and part of Lot #7, now owned by Howard Lee, being known as Lot #8 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

BEING the same pieces or parcels of land which Frank G. Spaid and Katherine E. Spaid, husband and wife, et al., by their deed dated March 17, 1994, and recorded in the Office of the Recorder of Deeds in and for Clearfield County on April 20, 1994, in Deed Book Volume 1599, page 337, granded and conveyed unto May Mary Mahoney.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-1824-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

FILED
m12:31/64 wcc
JAN 11 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

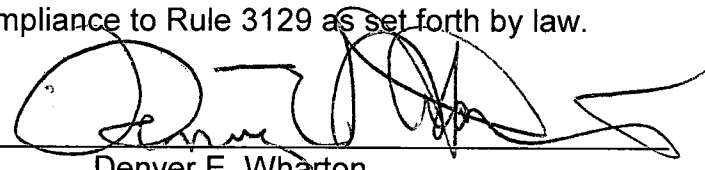
AFFIDAVIT OF OWNERSHIP OR REPUTED OWNERSHIP

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CAMBRIA :

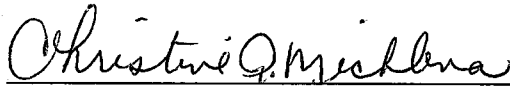
Personally appeared before me, a Notary Public in and for the above County and State, **DENVER E. WHARTON, ESQUIRE**, Attorney for the Plaintiff, First National Bank of PA, who being duly sworn according to law, deposes and says that the name and last known address of the owner or reputed owner or the Defendant in the judgment is:

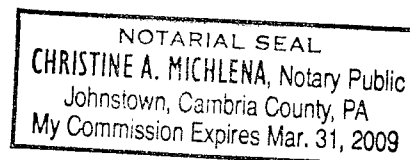
May Mary Mahoney
Beverly Healthcare, HAIDA Manor
397 Third Avenue Extension
Hastings, PA 16646

This affidavit is made in compliance to Rule 3129 as set forth by law.


Denver E. Wharton

Sworn and subscribed to before me this 9th day of January, 2007.


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST NATIONAL BANK OF PA, : No. 05-1824-CD
Successor-in-Interest via merger to :
PROMISTAR BANK, formerly :
LAUREL BANK, :

Plaintiff

vs.

MAY MARY MAHONEY,

Defendant

FILED NO CC
JAN 11 2007 (K)

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

First National Bank of PA, Successor-in-Interest via merger to Promistar Bank, formerly Laurel Bank, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed, the following information concerning the real property located at 2824 Town Road (formerly 276 Main Street), La Jose, Clearfield County, PA:

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

May Mary Mahoney
Beverly Healthcare, HAIDA Manor
397 Third Avenue Extension
Hastings, PA 16646

2. Name and address of Defendant in the judgment:

May Mary Mahoney
Beverly Healthcare, HAIDA Manor
397 Third Avenue Extension
Hastings, PA 16648

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

NONE

4. Name and address of the last recorded holder of every Mortgage on record:

First National Bank of PA
(formerly Laurel Bank)
4140 East State Street
Hermitage, PA 16148

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

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:

Dorcas Junod, Tax Collector
P.O.Box 16
LaJose, PA 15753

Tax Claim Bureau
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Purchase Line School District
Commodore, PA 15729

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:

Chi Bon, BSW
Helpmates, Inc.
225 South Street
Ridgeway, PA 15853

Lisa M. Mahoney
3939 North Clinton Street
Fort Wayne, IN 46805

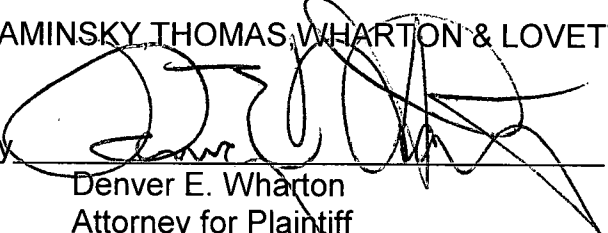
Judge Fredric J. Ammerman
230 East Market Street
Clearfield, PA 16830

The addresses listed above are the last known reasonable ascertainable addresses after a reasonable search conducted by the Plaintiff.

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

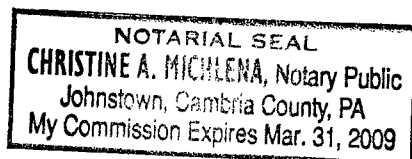
KAMINSKY THOMAS WHARTON & LOVETTE

By


Denver E. Wharton
Attorney for Plaintiff

DATED: January 9, 2007

4/12/40/WAS
William A. Shaw
Prothonotary/Clerk of Courts



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

May Mary Mahoney
Beverly Healthcare, HAIDA Manor
397 Third Avenue Extension
Hastings, PA 16646

2. Article Number

(Transfer from service label)

7005 2570 0001 5494 7451

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Mary Farabough

☐ Agent☐ Addressee

B. Received by (Printed Name)

Mary Farabough

C. Date of Delivery

2-2-07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Chi Bon, BSW
Helpmates, Inc.
225 South Street
Ridgeway, PA 15853

2. Article Number

(Transfer from service label)

7005 2570 0001 5494 7475

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X M. Schutz

☐ Agent☐ Addressee

B. Received by (Printed Name)

M. Schutz

C. Date of Delivery

2-2-07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Jean Orr</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Judge Fredric J. Ammerman 230 East Market Street Clearfield, PA 16830</p>		<p>B. Received by (Printed Name) <i>JEAN ORR</i></p>	<p>C. Date of Delivery</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) 7005 2570 0001 5495 0017</p>			
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Jean Orr</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Tax Claim Bureau Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830</p>		<p>B. Received by (Printed Name) <i>JEAN ORR</i></p>	<p>C. Date of Delivery</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) 7005 2570 0001 5495 0017</p>			
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>X Stacey Sayers</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Stacey Sayers</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;"><i>STACY SAYERS</i> Doreas Junod, Tax Collector P. O. Box 1614 LaJose, PA 15753</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7005 2570 0001 5494 7468</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>X George S. Sauer</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>George S. Sauer</i> <i>2/5/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Purchase Line School District Commodore, PA 15729</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7005 2570 0001 5494 7482</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

CERTIFIED MAIL

LAW OFFICES

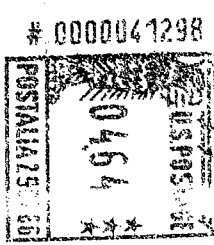
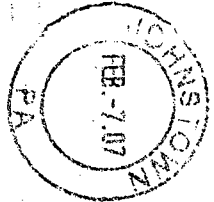
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYCREEK STREET

JOHNSTOWN, PENNSYLVANIA 15901-1959



7005 2570 0001 5494 7888



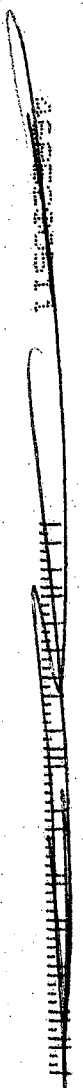
[Faint, illegible text]

[Handwritten signature]

Lisa M. Makoney
P.O. Box 10511
Fort Wayne, IN 46852-0511

RETURN RECEIPT REQUESTED

Name _____
1st Notice 2-9-07
2nd Notice _____
Return _____



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 05-1824-CD

FIRST NATIONAL BANK OF PA,
et al.

vs.

MAY MARY MAHONEY

AFFIDAVIT OF SERVICE

LAW OFFICES
KAMINSKY, THOMAS, WHARTON
AND LOVETTE
360 STONYCREEK STREET
JOHNSTOWN, PENNSYLVANIA 15901-1959

FILED
MAR 23 2007
Prothonotary/Clerk of Courts
William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20501
NO: 05-1824-CD

PLAINTIFF: FIRST NATIONAL BANK OF PA, SUCCESSOR-IN-INTEREST VIA MERGER TO PROMISTAR BANK,
FORMERLY LAUREL BANK

vs.

DEFENDANT: MAY MARY MAHONEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/12/2007

LEVY TAKEN 01/30/2007 @ 10:14 AM

POSTED 01/30/2007 @ 10:14 AM

SALE HELD 04/13/2007

SOLD TO FIRST NATIONAL BANK OF PA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 05/11/2007

DATE DEED FILED 05/10/2007

PROPERTY ADDRESS 2824 TOWN ROAD F/K/A 276 MAIN STREET LA JOSE , PA 15753

FILED
01/11/2007
MAY 11 2007
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

03/01/2007 @ SERVED MAY MARY MAHONEY

CAMBRIA COUNTY RETURNED SERVICE AS NOT FOUND BECAUSE DEFENDANT HAS ALZHEIMERS AND IS NOT COHERENT ENOUGH TO ACCEPT SERVICE.

@ SERVED

NOW, ON APRIL 3, 2007 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY ADDRESSING THE COMPETENCE OF THE DEFENDANT AND THE SERVICE OF DOCUMENTS MADE BY THE ATTORNEY'S OFFICE.

04/11/2007 @ SERVED MAY MARY MAHONEY

SERVED MAY MARY MAHONEY, DEFENDANT, BY REG & CERT MAIL TO BEVERLY HEALTHCARE, HAIDA MANOR, 397 THIRD AVE. EXT., HASTINGS, PA 16648. CERT #70060810000145072681. SIGNED FOR BY MARCY FARABAUGH

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20501

NO: 05-1824-CD

PLAINTIFF: FIRST NATIONAL BANK OF PA, SUCCESSOR-IN-INTEREST VIA MERGER TO PROMISTAR BANK,
FORMERLY LAUREL BANK

VS.

DEFENDANT: MAY MARY MAHONEY

Execution REAL ESTATE

SHERIFF RETURN


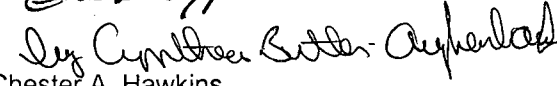
SHERIFF HAWKINS \$226.38

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

First National Bank of PA, Successor-
in-Interest via merger to Promistar
Bank, formerly Laurel Bank

Plaintiff(s)

vs.

May Mary Mahoney

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

No. 05-1824-CD

19 ____ E. D.

No. _____

19 ____ C. D.

Defendant(s)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(Specifically describe property)

2824 Town Road (formerly 276 Main Street), La Jose, Newburg Borough, Clearfield
County, PA 15753

Amount due

\$ 26,503.80

Interest from 11-08-05

\$ 132.00

Prothonotary costs

(Costs to be added)

TOTAL

\$ _____

Dated 11/11/2007

Received January 12, 2007 @ 3:00 PM
Chesty A. Hanks
By Cynthia Butler - Aughenbaugh
SEAL

William L. Hanks

Prothonotary

By: _____

Deputy

of _____ A.D., 19 ____
at _____ M.

No. _____ 19 ____ C.D.
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

First National Bank of PA, et al.

Sheriff

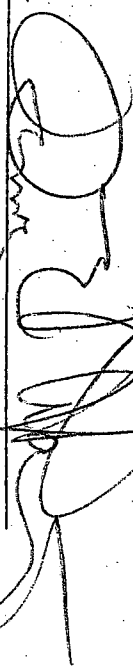
vs.

May Mary Mahoney

WRIT OF EXECUTION
(Mortgage Foreclosure)

EXECUTION DEBT	26,503	80
Interest from .11.-08-05...		
Prothonotary.....	132	00
Use Attorney		
Use Plaintiff		
Attorney's Comm.		
Satisfaction		
Sheriff		
.....		

KAMINSKY, THOMAS, WHARTON & LOYETTE

By 

Attorney for Plaintiff(s)
Dwight P. Wharton

RE: First National Bank of PA, Successor-in-Interest via merger
to Promistar Bank, formerly Laurel Bank
vs. May Mary Mahoney

No. 05-1824-CD

Premises: 2824 Town Road (formerly 276 Main Street)
La Jose, PA 15753

ALL those two (2) certain pieces or parcels of land situate in Newburg Borough, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BOUNDED on the North by Main Street, on the south by Lot now owned by Howard Lee; on the East by Lot #8 now owned by the Grantee herein, and on the West by Lot #6, and being known as Lot #7 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

EXCEPTING AND RESERVING under the Grantors herein the right and privilege of repairing, maintaining the repairing a water pipe line which crosses the lot herein conveyed to Lot #6, which is retained by the Grantors herein.

THE SECOND THEREOF

BOUNDED on the North by Main Street, on the South by a sixteen (16) foot alley; on the East by Lot #9, now owned by Albert Kitchen; on the West by Lot #7, now owned by the Grantee, and part of Lot #7, now owned by Howard Lee, being known as Lot #8 in the plan of Newburg Borough by C.P. Tozer, dated November 12, 1907.

BEING the same pieces or parcels of land which Frank G. Spaid and Katherine E. Spaid, husband and wife, et al., by their deed dated March 17, 1994, and recorded in the Office of the Recorder of Deeds in and for Clearfield County on April 20, 1994, in Deed Book Volume 1599, page 337, granded and conveyed unto May Mary Mahoney.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MAY MARY MAHONEY

NO. 05-1824-CD

NOW, May 11, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 13, 2007, I exposed the within described real estate of May Mary Mahoney to public venue or outcry at which time and place I sold the same to FIRST NATIONAL BANK OF PA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	26.19
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	10.19
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$226.38

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	26,503.80
INTEREST @ %	0.00
FROM TO 04/13/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$26,523.80
--------------------------------	--------------------

COSTS:

ADVERTISING	240.82
TAXES - COLLECTOR	229.50
TAXES - TAX CLAIM	1,099.96
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	226.38
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,228.66

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

ASE #	PLAINTIFF		DEFENDANT
033-07	FIRST NATIONAL BANK	05-1824	MAHONEY, MAY MARY
TE	3/01/07		

NOT FOUND AS TO THE WITHIN NAMED DEFENDANT MAY MAHONEY AT
BEVERLY HEALTHCARE, 397 THIRD AVENUE EXT, HASTINGS PA 16648
BY BOB KOLAR, SHERIFF OF CAMBRIA COUNTY.
COUSE NOT ACCEPT SERVICE, HAS ALZHEIMERS AND IS NOT COHERENT
MY COSTS PAID BY PLAINTIFF'S ATTORNEY.

SHERIFF COSTS \$14.00 SO ANSWERS,
PROTHONOTARY 3.00
TOTAL \$17.00

BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME
THIS 13th DAY OF March 2007

Patty Berkebile

LAW OFFICES
KAMINSKY, THOMAS, WHARTON AND LOVETTE

360 STONYCREEK STREET

JOHNSTOWN, PA 15901

(814) 535-6756

FAX (814) 535-8798

WEBSITE WWW.KTWLLAW.COM

E-MAIL INFO@KTWLLAW.COM

ROBERT E. THOMAS
DENVER E. WHARTON
DANIEL R. LOVETTE
WILLIAM L. STEPHENS, JR.

AARON M. PILE*

*REGISTERED PATENT ATTORNEY

I. SAMUEL KAMINSKY
(OF COUNSEL)

HAROLD KAMINSKY
(1903-1973)

ROBERT J. WHARTON
(1922-1997)

April 6, 2007

Sheriff Chester A. Hawkins
Clearfield County Sheriff
1 North 2nd Street
Clearfield, PA 16830

**RE: First National Bank of PA v. Mahoney
No. 05-1824-CD**

Dear Sheriff Hawkins:

On or about April 2, 2007, your office contacted this firm inquiring whether service in the above captioned matter was valid due to Ms. Mahoney's incompetence. It is our client's position that service of all documents in this foreclosure was properly made. The matter of Ms. Mahoney's incompetence has been addressed throughout the entire foreclosure proceeding. On May 11, 2006, a hearing was held before Judge Ammerman wherein the Judge named Dawn Foringer, LSW and Helpmates, Inc. guardian ad litem for the purpose of accepting service and determining whether Ms. Mahoney should defend the foreclosure action. See attached order.

On October 13, 2006, during another hearing before Judge Ammeramn, the Guardian Ad Litem determined that it was not in Ms. Mahoney's best interest to defend this foreclosure action. See attached order. Thereafter, my client moved forward with the foreclosure, pursuant to the October 13th Order of Court. The Notice of Sale and all other related documents were served upon, in addition to Ms. Mahoney, the Guardian Ad Litem, Helpmates, Inc. It is my client's position that service on Ms. Mahoney and her Guardian Ad Litem, in light of the previous Orders of Court, constitute valid service in this matter.

If you have any further questions regarding this matter, please feel free to contact me directly.

Very truly yours,



Aaron M. Pile

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

FIRST NATIONAL BANK OF PA,
successor-in-interest via merger to
PROMISTAR BANK, formerly
LAUREL BANK,

Plaintiff

vs.

MAY MARY MAHONEY,
Defendant

*
*
*
*
*
*
*
*

NO. 05-1824-CD

AMENDED ORDER

NOW, this 11th day of May, 2006, Dawn Foringer, LSW and Helpmates, Inc.,
Personal Management Services are appointed as Guardians ad litem for May Mary
Mahoney. The appointment of Guardians shall be for the limited purpose of accepting
service of the Complaint in Mortgage Foreclosure and making a determination as to
whether May Mary Mahoney should defend the Mortgage Foreclosure Action. Costs
and fees of the Guardians shall be the responsibility of the Plaintiff. Any request for
payment of costs/fees must be approved by the Court.

BY THE COURT,

/s/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

MAY 15 2006

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

FIRST NATIONAL BANK OF :
PENNSYLVANIA, successor-in- :
interest via merger to PROMISTAR: :
BANK, formerly LAUREL BANK :
VS. : NO. 05-1824-CD
MAY MARY MAHONEY :

O R D E R

AND NOW, this 13th day of October, 2006, following discussion on the record as to the intention of the Guardian Ad Litem not to defend the mortgage foreclosure, it is the ORDER of this Court as follows:

1. The Guardian Ad Litem, as previously appointed, shall continue to serve as Guardian Ad Litem for a period not to exceed six (6) weeks from this date.

2. In the event that a buyer for the property in question is found at a satisfactory price, the Guardian Ad Litem is authorized to execute any sales agreement, closing documents, deed and any other sales-related documents that are required in order to effectuate the sale and transfer of the property.

3. Notwithstanding whether a sale is completed, the Guardian Ad Litem's final bill shall be submitted to the Court for approval upon the expiration of the term of the Guardian Ad

Litem, and the First National Bank of Pennsylvania has agreed to pay any remaining reasonable bill and expenses.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

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

OCT 17 2006

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MAY MARY MAHONEY
BEVERLY HEALTHCARE,
HAIDA MANOR
397 THIRD AVENUE EXTENSION
HASTINGS, PA 16648

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
Mary Mahoney ☐ Addressee
B. Received by *Mary Mahoney* C. Date of Delivery
4-11-07
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7006 0810 0001 4507 2681

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540