

**Deposit Bank vs Eugene LaBonne Estate et al**  
**2006-74-CD**

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK,

PLAINTIFF

VS.

ESTATE OF EUGENE P.  
LABENNE, ESTATE OF  
JUDITH L. LABENNE, SCOTT  
LABENNE, and their heirs,  
Executors, administrators and  
Assigns,

DEFENDANTS

: NO. 05-<sup>06-74</sup> C.D.  
: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
: IN FORECLOSURE  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED 2008  
d12:54/01/10 Cc Atty  
JAN 16 2006  
PLIFF pd 85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 05 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P.	:	
LABENNE, ESTATE OF	:	
JUDITH L. LABENNE, SCOTT	:	
LABENNE, and their heirs,	:	
Executors, administrators and	:	
Assigns,	:	
DEFENDANTS	:	

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 05 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
	:	
VS.	:	
	:	
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,	:	
	:	
DEFENDANTS	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK**, who files the following Complaint in Mortgage  
Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK, now known as FIRST COMMONWEALTH  
BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2  
East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **EUGENE P. LABENNE** is known to Plaintiff to be deceased, and  
no estate is opened of record in Clearfield County.

3. Defendant **JUDITH L. LABENNE** is known to Plaintiff to be deceased, and no estate is opened of record in Clearfield County.

4. Defendant **SCOTT LABENNE** is the only known heir of defendants Eugene P. LaBennne and Judith L. LaBennne, with a last known address of 712 West Long Avenue, DuBois, Pennsylvania 15801.

5. Defendants are the mortgagors and real owners of the premises hereinafter described.

6. On October 3, 1995, Defendants Eugene P. LaBennne and Judith L. LaBennne executed and delivered to Plaintiff a Mortgage and Note upon the premises hereinafter described, which Mortgage was recorded on October 3, 1995 in Clearfield County Deed and Record Book Volume 1708, page 414. True and correct copies of the Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

7. Said mortgage has not been assigned.

8. The said Mortgage and Note were in the principal amount of Twenty Two Thousand Fifty Dollars (\$22,050.00), with interest thereon at 8.70% per annum, payable as to the principal and interest in equal monthly installments of Two Hundred Nineteen Dollars and Seventy-Three Cents (\$219.73) each, commencing December 1, 1995. Said Mortgage and Note are incorporated herein by reference.

9. The premises subject to the Mortgage is the property located at 109 West Weber Avenue, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

10. The Mortgage is in default because payments of principal and interest due July 3, 2004 and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

11. The following amounts are due on the Mortgage and Promissory Note:

Balance of Principal:	\$17,539.35
Accrued but unpaid interest through 12/29/04 at 8.70% per annum (\$4.18 per diem):	\$ 2,399.67
Late charges on overdue amount as of 12/29/04	\$ 237.24
Negative escrow (insurance & taxes paid without funds available)	<u>\$ 853.00</u>
TOTAL:	\$21,029.26

PLUS, the following amounts accruing after December 29, 2004

Interest at the rate of 8.70% per annum (\$4.18 per diem);

Late Charges from December 29, 2004 forward; any escrow deficits; reasonable attorneys fees and costs.

12. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on September 20, 2004, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

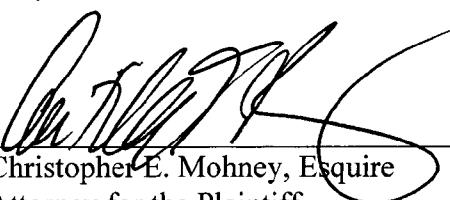
13. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 11, namely, the principal balance amount of \$21,029.26 plus the following amounts accruing after December 29, 2004, to the date of judgment:

- a) Interest of \$4.18 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

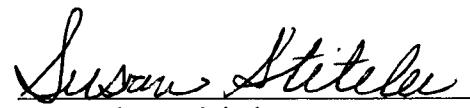
BY: \_\_\_\_\_

  
Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, now FIRST COMMONWEALTH BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
\_\_\_\_\_  
Susan Stiteler

## RECORDATION REQUESTED BY:

Deposit Bank  
Shaffer Road  
DuBois, PA 15801

## WHEN RECORDED MAIL TO:

Deposit Bank  
Shaffer Road  
DuBois, PA 15801

## SEND TAX NOTICES TO:

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 10/ 3/95. The mortgagor is **EUGENE P LABENNE and JUDITH L LABENNE** ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is Shaffer Road, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of **Twenty Two Thousand Fifty & 00/100 Dollars (U.S. \$22,050.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **CLEARFIELD County, Pennsylvania**:  
**ALL** that certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:  
 BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50 feet, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.  
 BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 3, 1995 and recorded in the Office of the Recorder of **Clearfield County**, which has the address of **109 WEST WEBER, DUBOIS, Pennsylvania 15801** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by

## EXHIBIT

"A"

Loan No

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Loan No

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to This Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Eugene P Labenne, Esq.* *Eugene P Labenne* (Seal)  
EUGENE P LABENNE-Borrower

*Judith L. Labenne* (Seal)  
JUDITH L LABENNE-Borrower

---

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)  
)  
COUNTY OF JEFFERSON)  
)

On this the 11<sup>th</sup> day of October, 1995, before me Jodi A. Anderson, the undersigned Notary Public, personally appeared EUGENE P LABENNE and JUDITH L LABENNE, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

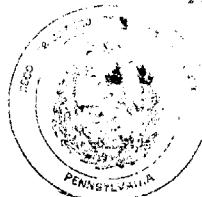
In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
Jodi A. Anderson, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires April 19, 1999

Notary Public in and for the State of Pennsylvania

Fixed Rate, Installment. LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-G203 1833.LN R12.DVL]

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME: 4:11 pm 10-3-95  
RECORDED BY *Rebecca J. Starck*  
FEES 13.50  
Karen L. Starck, Recorder

Entered of Record Oct 3 1995, 4:11pm Karen L. Starck, Recorder

# NOTE

10/3/95

DuBois, Pennsylvania

109 WEST WEBER, DUBOIS, Pennsylvania, 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$22,050.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.700%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 1, 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, Shaffer Road, DuBois, PA 15801 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$219.73.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person

as over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means

be required to pay all of the amounts owed under this Note.

has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the and payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to on paid.

EXHIBIT

"B"

MENT

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

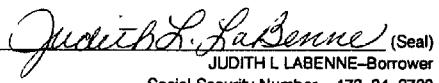
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Eugene P. Labenne

(Seal)  
EUGENE P LABENNE-Borrower  
Social Security Number - 170-30-8922



Judith L. Labenne

(Seal)  
JUDITH L LABENNE-Borrower  
Social Security Number - 173-34-2720

(Seal)  
Social Security Number - \_\_\_\_\_  
-Borrower

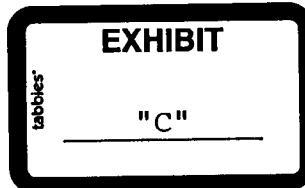
[Sign Original Only]

**PROPERTY DESCRIPTION OF**  
**EUGENE P. LaBENNE and JUDITH L. LaBENNE**

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.



Date: September 16, 2004

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Judith L. Labenne

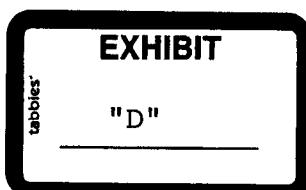
PROPERTY ADDRESS: 109 West Weber, Dubois, PA 15801

LOAN ACCT. NO.: 0421200554

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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: -109 West Weber, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: July 30, 2004 thru September 3, 2004 totaling \$659.19

Other charges (explain/itemize): Late fees of \$26.36

**TOTAL AMOUNT PAST DUE: \$685.55**

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 \$685.55, 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 COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701**

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 three (3) 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: Deposit**

**Address: PO Box 400, Indiana PA 15701**

**Phone Number: 1-800-221-8605**

**Fax Number: (724) 463-5665**

**Contact Person: Teri Pavlosky**

**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 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**

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

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

Date: September 16, 2004

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Eugene P. Labenne

PROPERTY ADDRESS: 109 West Weber Ave., Dubois, PA 15801

LOAN ACCT. NO.: 0421200554

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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: **-109 West Weber Ave., Dubois, PA 15801**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: **July 3, 2004 thru September 3, 2004 totaling \$659.19**

Other charges (explain/itemize): **Late fees of \$26.36**

**TOTAL AMOUNT PAST DUE: \$685.55**

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 \$685.55, 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 COMMONWEALTH BANK**

**PO BOX 400, FCP-LOWER LEVEL**

**INDIANA PA 15701**

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 three (3) 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:** Deposit

**Address:** PO Box 400, Indiana PA 15701

**Phone Number:** 1-800-221-8605

**Fax Number:** (724) 463-5665

**Contact Person:** Teri Pavlosky

**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  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

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

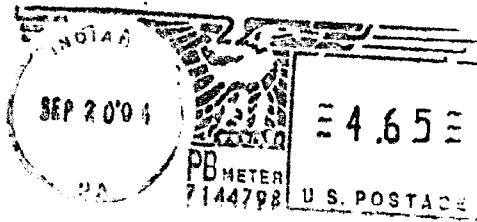
Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**CERTIFIED MAIL™**



7004 0550 0000 3480 3047



= 4.65 =

Notice  
9-21

ESTATE OF JUDITH L LABENNE  
109 WEST WEBER

A  
C  
S

- INSUFFICIENT ADDRESS
- ATTEMPTED NOT KNOWN
- NO SUCH NUMBER/ STREET
- NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

OTHER



7004 0550 0000 3480 3047

UNCLAIMED

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

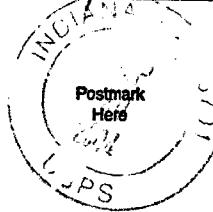
For delivery information visit our website at [www.usps.com](http://www.usps.com)

LaBonne Family Inc. C/o J.L.

Postage	\$ .60
Certified Fee	
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	1.75
Total Postage & Fees	\$ 4.65

7004 0550 0000 3480 3047  
Sent to: Judith L. Labenne  
Street, Apt. No.: 109 West Weber  
or PO Box No.  
City, State, ZIP+4: Dubois PA 15801

PS Form 3800, June 2002  
See Reverse for Instructions



EXHIBIT

"E"

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**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:

*Estate of  
Judith L. Labenne  
109 West Weber  
Dubois PA 15801*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7004 0550 0000 3480 3047

PS Form 3811, February 2004

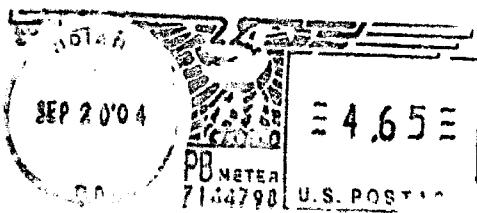
Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL™**



7004 0550 0000 3480 3030



onwea

wealth Bank  
Philadelphia and  
1-0400

ESTATE OF EUGENE P. LABENNE  
109 WEST WEBER  
DUBOIS PA 15801

Notice  
a-21

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  NO SUCH NUMBER/ STREET  
           NOT DELIVERABLE AS ADDRESSED  
           - UNABLE TO FORWARD

OTHER

**RTS**  
RETURN TO SENDER

7004 0550 0000 3480 3030

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

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

*Labenne/Estate of Eugene P. Labenne*

7004	0550	0000	3480	3030	Postage \$ .60
Certified Fee					
Return Receipt Fee (Endorsement Required)					2.30
Restricted Delivery Fee (Endorsement Required)					1.75
Total Postage & Fees					\$ 4.65
<i>Estate of EUGENE P. Labenne Street, Apt. No., or PO Box No. City, State, ZIP+4 DUBOIS PA 15801</i>					

Postmark Here

10/04  
U.S. POSTAL SERVICE

PS Form 3800, June 2002

See Reverse for Instructions

**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:

state of  
Eugene P. Labanne  
109 West Weber  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X	
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <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.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

Article Number  
(Transfer from service label)

Form 3811, February 2004

7004 0550 0000 3480 3030

Domestic Return Receipt

102595-02-M-1540

**FILED**  
JAN 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

CA

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	TYPE OF PLEADING: MOTION FOR SPECIAL SERVICE ORDER
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,	:	FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS	:	COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE
	:	SUPREME COURT NO. 63494
	:	90 BEAVER DRIVE, SUITE 111B DUBOIS, PA 15801 (814) 375-1044

FILED NO  
1/25/06  
JAN 20 2006  
Clerk  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06 - 74 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
:

FILED <sup>2<sup>nd</sup> Atty</sup>  
01/04/06 AM  
JAN 24 2006 Mohney  
William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 23<sup>rd</sup> day of January, 2006, in consideration  
of Plaintiff's Motion for Special Service Order, in accordance with Pa. R.C.P. 430 and  
410(c), Plaintiff's Motion for service by Special Order is granted insofar as defendants  
Estate of Eugene P. LaBennne, Estate of Judith L. LaBennne, and Scott LaBennne, shall be  
served as follows:

1. For service of original process, by advertising a notice of the action once in  
the Clearfield County Law Journal and one newspaper of general circulation  
within the County;
2. By posting a copy of the original process on the most public part of the  
subject property located at 109 West Weber Avenue, DuBois, Pennsylvania  
15801;

3. As for service of legal papers other than original process, by registered mail to defendants' last known address, except for the Notices of Sheriff Sale pursuant to Pa. R.C.P. 3129.2, which Notices shall be served on defendants by posting a copy of the Notice on the most public part of the subject property located at 109 West Weber Avenue, DuBois, Pennsylvania 15801 in addition to registered mail to the defendants' last known address.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge John J. Mumm". The signature is fluid and cursive, with a large, stylized "J" at the beginning. It is written over a solid horizontal line.

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
	:	
VS.	:	
ESTATE OF EUGENE P.	:	
LABENNE, ESTATE OF	:	
JUDITH L. LABENNE, SCOTT	:	
LABENNE, and their heirs, Executors, administrators and Assigns,	:	

**MOTION FOR SPECIAL SERVICE ORDER**

**AND NOW**, comes Plaintiff, **FIRST COMMONWEALTH BANK, formerly  
DEPOSIT BANK**, by and through its counsel, **CHRISTOPHER E. MOHNEY,  
ESQUIRE**, and moves this Court for Special Order pursuant to Pa. R.C.P. 430 stating as follows:

1. Plaintiff filed its Complaint in mortgage foreclosure on January 16, 2006.
2. The Complaint seeks entry of judgment in foreclosure on certain real estate known as 109 West Weber Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. Mortgagor Eugene P. LaBennne is known to plaintiff to be deceased, and no estate has been opened of record.
4. Mortgagor Judith L. LaBennne is known to plaintiff to be deceased, and no estate has been opened of record.
5. Defendant Scott LaBennne is the only heir of Mortgagors Eugene P. LaBennne and Judith L. LaBennne, and defendant Scott LaBennne has failed to respond to attempted

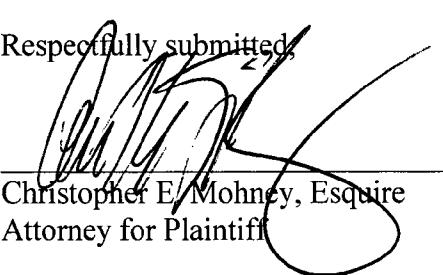
communications to him by the undersigned concerning the status of his parents' estates or intentions with the subject property.

6. Plaintiff has not been able to determine the whereabouts of any other heirs of Mortgagors Eugene P. LaBenne or Judith L. LaBenne.

7. Attached and marked Exhibit "A" is an Affidavit stating the nature and extent of investigation which has been made to determine the whereabouts of any other heirs of Mortgagors Eugene P. LaBenne or Judith L. LaBenne and Scott LaBenne's intentions with his parents' property subject to the mortgage foreclosure action.

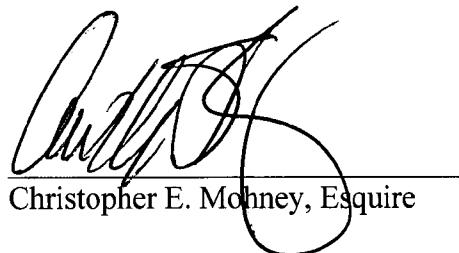
8. Plaintiff desires this Honorable Court to enter a Special Service Order permitting service of the Complaint on all of the heirs, administrators, executors and assigns of Eugene P. LaBenne and Judith L. LaBenne by publication, and plaintiff will arrange for personal service on defendant Scott LaBenne.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Complaint, and all other pleadings/notice in connection with this foreclosure action, upon defendants Estate of Eugene P. LaBenne, Estate of Judith L. LaBenne, and their heirs, executors, administrators and assigns, by publication in such a manner as the Court shall direct, as provided by the Pennsylvania Rules of Civil Procedure 410 and 430(b).

Respectfully submitted,  
  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

**AFFIDAVIT**

I, CHRISTOPHER E. MOHNEY, ESQUIRE, being duly sworn according to law, depose and say that I am counsel for plaintiff in the above-captioned matter, and that I have been unable to discover the identity and whereabouts of the heirs of Eugene P. LaBenne and Judith L. LaBenne, except for defendant Scott LaBenne, and have made inquiries of heir and defendant Scott LaBenne, as evidenced by the enclosed copies of letters sent to his last known address, to which letters no response has been received by plaintiff or the undersigned; and I have caused the records in the offices of the Registers and Recorders of Clearfield County to be examined to ascertain whether an estate has been opened for either defendant Estate of Eugene P. LaBenne or Estate of Judith L. LaBenne, whether he and she, respectively, died testate or intestate, the names and addresses of all of their heirs, legatees, or devisees, and whether or not there has been any adverse conveyance of the real estate that is subject to suit, and that I have made a good faith effort to locate the whereabouts of any other heirs of the defendants Eugene P. LaBenne and Judith L. LaBenne

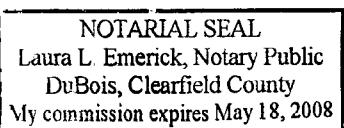


Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED  
Before me this 14<sup>th</sup> day of  
December, 2005.



Laura L. Emerick  
Notary Public



CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044



FILE

FACSIMILE: (814) 375-1088

June 8, 2005

Scott LaBenné  
712 West Long Avenue  
DuBois, PA 15801

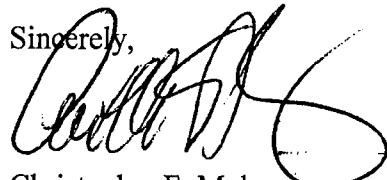
**RE: First Commonwealth Bank Mortgage Loan**

Dear Mr. LaBenné:

Enclosed is a letter I had written to you in December of 2004. It was returned by the Post Office. Please read it, and respond to my office.

Thank you.

Sincerely,



Christopher E. Mohney  
Attorney at Law

A handwritten signature of Christopher E. Mohney, consisting of stylized, cursive initials and a surname, followed by a solid horizontal line for a signature line.

CEM:sm

Enclosure

cc: Terry Henry



**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

December 27, 2004

Scott LaBenné  
109 West Weber Avenue  
DuBois, PA 15801

RE: First Commonwealth Bank Mortgage Loan

Dear Mr. LaBenné:

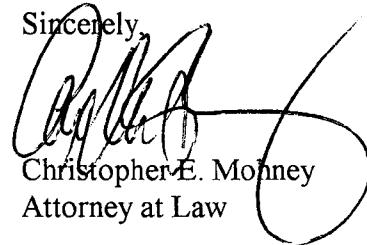
I represent First Commonwealth Bank, formerly Deposit Bank. They hold a mortgage given to them from your parents, Eugene and Judith LaBenné, secured by 109 West Weber Avenue. The bank advises that their understanding is you are living in the premises, thus this letter. It is also my understanding that both of your parents have passed away.

The mortgage loan is in default. In looking at the Courthouse records, I do not see where an estate was opened for either your father or your mother. My reason for writing this letter to you is first, to determine whether or not if an estate is to be opened for your mother or father. Second, whether you have any brothers and sisters, and whether any of you intend to take title to the property. If so, curing of the deficiency on the mortgage and arrangements for taking over monthly payments will have to be made with the bank. It is important that you respond to this letter as soon as possible, since the bank has sent me papers instructing me to initiate mortgage foreclosure proceedings on the property. However, before proceeding, we wished to extend you the courtesy of this letter to find out the status before proceeding, not knowing any of the circumstances other than a discontinuance of the monthly payments as they became due.

Please call my office, or have your attorney (or the estate's attorney) contact my office upon receipt of this letter. Absent a response before January 20, 2005, we will proceed as deemed necessary to move the foreclosure action forward.

SCOTT LABENNE  
PAGE TWO  
December 27, 2004

Thank you for your anticipated cooperation.

Sincerely,  
  
Christopher E. Monney  
Attorney at Law

CEM:lle

cc: Terry Henry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101173  
NO: 06-74-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK  
vs.

DEFENDANT: ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE,  
and their heirs, Executors, administrators and Assigns

**SHERIFF RETURN**

---

NOW, January 26, 2006 AT 11:37 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
SCOTT LABENNE DEFENDANT AT 712 WEST LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA,  
BY HANDING TO SCOTT LABENNE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

01/26/06  
NO CC  
SF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101173  
NO: 06-74-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK  
vs.

DEFENDANT: ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE,  
and their heirs, Executors, administrators and Assigns

**SHERIFF RETURN**

---

NOW, February 03, 2006 AT 10:50 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE AT  
109 WEST WEBER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. ESTATE OF EUGENE P. LABENNE,  
ESTATE OF JUDITH L. LABENNE AND SCOTT LABENNE, Heirs et al.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101173  
NO: 06-74-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEPOSIT BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE,  
and their heirs, Executors, administrators and Assigns

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM.	132498	20.00
SHERIFF HAWKINS	FIRST COMM.	132498	28.21

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06 - 74 - C.D.  
Plaintiff, : TYPE OF CASE: MORTGAGE  
vs. : FORECLOSURE  
ESTATE OF EUGENE P. LABENNE, : TYPE OF PLEADING: AFFIDAVIT  
ESTATE OF JUDITH L. LABENNE, : OF SERVICE  
SCOTT LABENNE, and their heirs, : FILED ON BEHALF OF: PLAINTIFF  
Executors, administrators and assigns, : COUNSEL OF RECORD:  
Defendants. : CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

**FILED**

MAR 30 2006  
03:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

no C/C

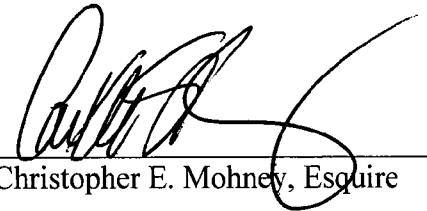
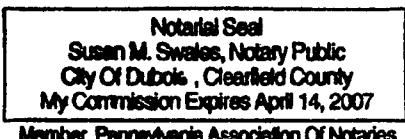
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06 - 74 - C.D.  
Plaintiff, : TYPE OF CASE: MORTGAGE  
vs. : FORECLOSURE  
ESTATE OF EUGENE P. LABENNE, :  
ESTATE OF JUDITH L. LABENNE, :  
SCOTT LABENNE, and their heirs, :  
Executors, administrators and assigns, :  
Defendants. :

**AFFIDAVIT OF SERVICE PURSUANT TO PA. R.C.P. RULE 3129.2**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, in the above captioned action did cause service of original process on Defendants, Estate of Eugene P. LaBenne, and Estate of Judith L. LaBenne, by advertising a notice of the action once in the Clearfield County Legal Journal and one newspaper of general circulation within the county, pursuant to Court Order dated January 23, 2006, and attached hereto, are Proofs of Publication of the action in the Clearfield County Legal Journal and Courier Express, a newspaper of general circulation in Clearfield County.



Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED before  
me this 27<sup>th</sup> day of March, 2006.*



*Susan M. Swales*  
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL DIVISION  
NO. 06-74 C.D.

TYPE OF CASE: MORTGAGE FORCLOSURE

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,  
PLAINTIFF

VS.

ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,  
DEFENDANTS

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

2/3/06



**MEDICAL SERVICES**

 DuBois Regional Medical Center

**24 Hour Emergency Care**

RMC West  
pital Ave., DuBois  
**371-2200**  
*skilled Emergency  
ent staff is here to care  
medical emergencies.*

For non-urgent health problems, your  
family doctor can best serve you. If  
you're looking for a doctor, CALL  
**375-INFO**  
toll free 1-888-920-INFO  
[www.drmc.org](http://www.drmc.org)

**MEDICAL**

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT  
PUBLISHED BY McLEAN PUBLISHING COMPANY,  
DUBOIS PENNSYLVANIA  
Under act 587, Approved May 16, 1929, P.L. 1784**

**STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

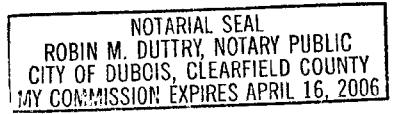
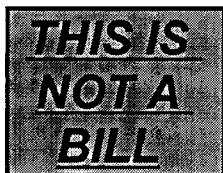
**McLEAN PUBLISHING COMPANY** Publisher of  
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By Franklin

Sworn and subscribed to before me this 17<sup>th</sup> day of Feb, 2006

William D. Doty  
NOTARY PUBLIC

Statement of Advertising Cost  
**MCLEAN PUBLISHING COMPANY**  
Publisher of  
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/**  
**JEFFERSONIAN DEMOCRAT**  
DuBois, PA



TO **Christopher E. Mohney**

For publishing the notice or advertisement  
attached hereto on the above stated dates..... **\$153.90**  
Probating same..... **\$7.50**  
Total..... **\$161.40**

### **Publisher's Receipt for Advertising Costs**

**The Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801

Established 1879. Phone 814-371-4200

Established 1873, FRANK S. DAVIS, INC.  
**McLEAN PUBLISHING COMPANY**

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

**ATTORNEY FOR**

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK, PLAINTIFF VS.  
ESTATE OF EUGENE P. LABENNE,  
ESTATE OF JUDITH L. LABENNE, SCOTT  
LABENNE, and their heirs, Executors,  
Administrators and Assigns, DEFENDENTS.

No. 06-74-CD  
TYPE OF CASE: MORTGAGE  
FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF  
YOU WISH TO DEFEND AGAINST THE  
CLAIMS SET FORTH IN THE FOLLOWING  
PAGES, YOU MUST TAKE ACTION  
WITHIN TWENTY (20) DAYS AFTER THIS  
COMPLAINT AND NOTICE ARE SERVED,  
BY ENTERING A WRITTEN APPEARANCE  
PERSONALLY OR BY ATTORNEY AND  
FILING IN WRITING WITH THE COURT  
YOUR DEFENSE OR OBJECTIONS TO  
THE CLAIMS SET FORTH AGAINST YOU.  
YOU ARE WARNED THAT IF YOU FAIL TO  
DO SO THE CASE MAY PROCEED  
WITHOUT 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 NOTICE TO  
YOUR LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER OR CANNOT  
AFFORD ONE, GO TO OR TELEPHONE THE  
OFFICE SET FORTH BELOW TO FIND OUT  
WHERE YOU CAN GET LEGAL HELP.

Court Administrator, Clearfield County  
Courthouse, 1 North Second Street,  
Clearfield, PA 16830 (814) 765-2641.

Christopher E. Mohney, Esquire, 90  
Beaver Drive, Suite 111-B, DuBois, PA  
15801.

PNC Mortgage Corp., Washington Mutual Bank Washington Mutual Home Loan vs. Stephen A. Walker, Kathy I. Walker  
2005-1415-CD \$41,080.22

Centex Home Equity Company Centex Home Equity Corp. vs. Mary Jo Meholic  
2005-1877-CD \$33,394.94

---

#### ESTATE NOTICES

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

Third Publication

**KELLY, OTIS LEROY**, Dec'd  
Late of Curwensville  
Executrix: **KATHLEEN E. McBRIDE**  
Attorney: **COURTNEY L. KUBISTA**  
501 East Market Street, Suite 3  
Clearfield, PA 16830

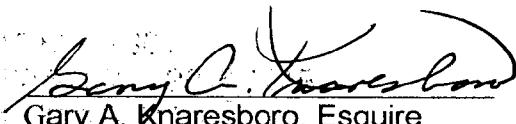
**KITKO, JOANNE E.**, Dec'd  
a/k/a **JOANNE S. KITKO**  
Late of Ramey  
Executrix: **JEANNE M. KITKO**  
Attorney: **LEHMAN & KASUBICK**  
611 Brisbin Street  
Houtzdale, PA 16651

**BLAKE, EMERSON F.**, Dec'd  
Late of Clearfield  
Executrix: **ELLA J. BLAKE**  
Attorney: **ANN B. WOOD**  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
:  
COUNTY OF CLEARFIELD :

On this 10th day of February AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of February 10, 2006. Vol. 18 No. 6. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

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

Sharon J Pusey  
Notary Public  
My Commission Expires

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

Christopher E Mohney  
90 Beaver Drive Suite 111B  
DuBois PA 15801

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06-74 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. : TYPE OF PLEADING: PRAECIPE  
LABENNE, ESTATE OF : FOR DEFAULT JUDGMENT  
JUDITH L. LABENNE, SCOTT : FILED ON BEHALF OF: PLAINTIFF  
LABENNE, and their heirs, :  
Executors, administrators and : COUNSEL OF RECORD:  
Assigns, : CHRISTOPHER E. MOHNEY, ESQUIRE  
DEFENDANTS : SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

JUL 28 2006

0/1:0 of un

William A. Shaw

Prothonotary/Clerk of Courts

NO CERT.

NOTICE TO DEF

SCOTT LABENNE  
Owney

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P.	:	
LABENNE, ESTATE OF	:	
JUDITH L. LABENNE, SCOTT	:	
LABENNE, and their heirs,	:	
Executors, administrators and	:	
Assigns,	:	
DEFENDANTS	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

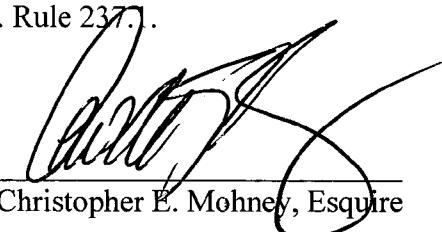
TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against  
the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days  
of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$17,539.35
2.	Interest payoff:	\$ 2,399.67
3.	Late Fees:	\$ 237.24
4.	Negative escrow (insurance & taxes paid without funds available):	\$ <u>853.00</u>
	TOTAL:	\$21,029.26

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on March 13, 2006 as required by Pa. R.C.P. Rule 2371.

BY:

  
Christopher E. Mohney, Esquire

NOW, this 28<sup>th</sup> day of June, 2006, damages are assessed in the amount of \$21,029.26.

  
William A. Shaw, Prothonotary

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
VS.	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, Administrators and Assigns,	:	
DEFENDANTS	:	

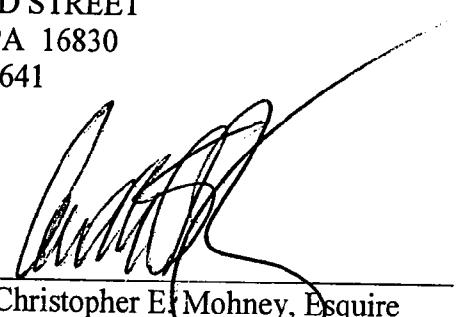
TO: SCOTT LABENNE  
712 W. Long Avenue  
DuBois, PA 15801

*DATE OF NOTICE: March 13, 2006*

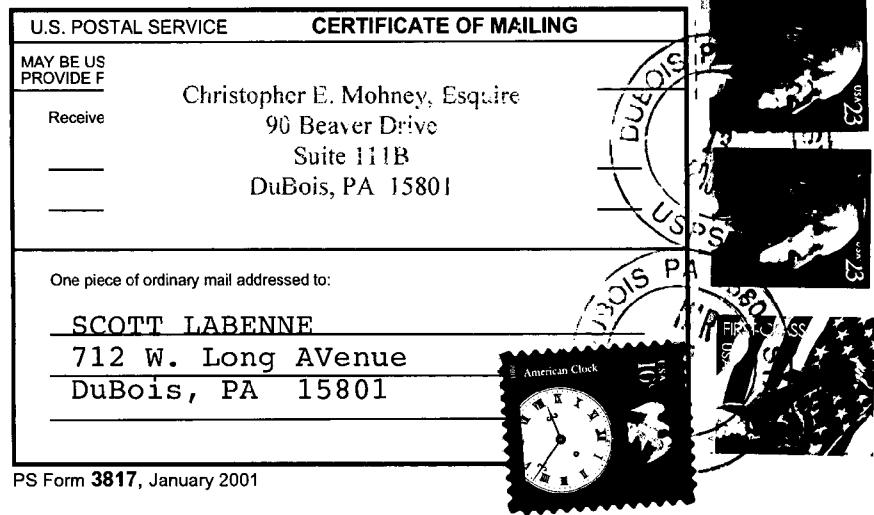
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BY: 

Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044



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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06 - 74 C.D.

PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE

ESTATE OF EUGENE P.  
LABENNE, ESTATE OF  
JUDITH L. LABENNE, SCOTT  
LABENNE, and their heirs,  
Executors, administrators and  
Assigns,

DEFENDANTS :

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$21,029.26 on July 28, 2006, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By:   
WILLIAM A. SHAW, Deputy

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06-74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	TYPE OF PLEADING: PRAECIPE FOR WRIT OF EXECUTION
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,	:	FILED ON BEHALF OF: PLAINTIFF
DEFENDANTS	:	COUNSEL OF RECORD: CHRISTOPHER E. MOHNEY, ESQUIRE
	:	SUPREME COURT NO.: 63494
	:	25 EAST PARK AVENUE, SUITE 6
	:	DUBOIS, PA 15801
	:	(814) 375-1044

**FILED**

JUL 28 2006  
6/1/06  
William A. Shaw  
Prothonotary/Clerk of Courts  
No Court Copies  
6 Writs to Sheriff

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

DEPOSIT BANK, now FIRST : NO. 06 - 74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
: :  
DEFENDANTS : :

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$21,029.26

5. Costs: \$ \_\_\_\_\_

Prothonotary costs <sup>8</sup> 125.00

Total: \$ \_\_\_\_\_

BY:

Christopher E. Mohney, Esquire  
Attorney for Plaintiff

PROPERTY DESCRIPTION OF  
EUGENE P. LaBENNE and JUDITH L. LaBENNE

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SCHEDULE "A"

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

DEPOSIT BANK, now FIRST : NO. 06 - 74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
: :  
DEFENDANTS :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

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 property described on Schedule A attached hereto.

Amount due: \$21,029.26

Costs: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_ Prothonotary costs \$ 125.00

BY: 

William A. Shaw, Prothonotary

DATE: 7-28-06

**PROPERTY DESCRIPTION OF**  
**EUGENE P. LaBENNE and JUDITH L. LaBENNE**

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SCHEDULE "A"

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06 - 74 C.D.  
VS. :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
DEFENDANTS :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, Plaintiff in the above action, sets forth as of the date the Praecept for Writ of Execution was filed the following information concerning the real property located at 712 West Long Avenue, DuBois, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

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

<u>NAME</u>	<u>ADDRESS</u>
SCOTT LABENNE	712 W. Long Avenue DuBois, PA 15801
EUGENE P. LABENNE Deceased, no estate opened	
JUDITH L. LABENNE Deceased, no estate opened	

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

<u>NAME</u>	<u>ADDRESS</u>
SCOTT LABENNE	712 W. Long Avenue DuBois, PA 15801
EUGENE P. LABENNE Deceased, no estate opened	
JUDITH L. LABENNE Deceased, no estate opened	

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

<u>NAME</u>	<u>ADDRESS</u>
NONE	
4. Name and address of the last recorded holder of every mortgage of record:	
<u>NAME</u>	<u>ADDRESS</u>
DEPOSIT BANK, now FIRST COMMONWEALTH BANK	2 E. Long Avenue DuBois, PA 15801
BENEFICIAL CONSUMER DISCOUNT COMPANY	237 Main Street Ridgway, PA 15853

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

<u>NAME</u>	<u>ADDRESS</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830

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

NAME ADDRESS

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

NAME ADDRESS

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK

BY: Susan Stiteler  
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: 7/28/06

PROPERTY DESCRIPTION OF  
EUGENE P. LaBENNE and JUDITH L. LaBENNE

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SCHEDULE "A"

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

DEPOSIT BANK, now FIRST  
COMMONWEALTH BANK, : NO. 06-74 C.D.  
PLAINTIFF :  
VS. : TYPE OF CASE: MORTGAGE  
ESTATE OF EUGENE P. : FORECLOSURE  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
DEFENDANTS :  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *no cc*  
07/15/06  
SEP 18 2006  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST : NO. 06 - 74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
DEFENDANTS :  
:

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :  
:

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, in the above captioned action, did serve Defendant, **SCOTT LABENNE**, notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by Sheriff on August 29, 2006, as evidenced by return of service filed (or to be filed) of record, and to all other parties in interest listed below via handbills, copies attached hereto, by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing

thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on August 22, 2006.

TO: SCOTT LABENNE  
712 W. Long Avenue  
DuBois, PA 15801

EUGENE P. LABENNE  
Deceased and no estate opened

JUDITH L. LABENNE  
Deceased and no estate opened

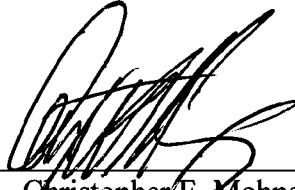
DEPOSIT BANK, now FIRST COMMONWEALTH BANK  
2 E. Long Avenue  
DuBois, PA 15801

BENEFICIAL CONSUMER DISCOUNT COMPANY  
237 Main Street  
Ridgway, PA 15853

ALEXIS STETZ  
CITY TREASURER  
16 E. Scribner Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

BY: 

Christopher E. Mohney, Esquire

*SWORN TO and SUBSCRIBED  
before me this 15<sup>th</sup> day of  
September, 2006.*

*Susan M. Swales*  
Notary Public

Notarial Seal  
Susan M. Swales, Notary Public  
City Of DuBois, Clearfield County  
My Commission Expires April 14, 2007

Member, Pennsylvania Association Of Notaries

U.S. POSTAL SERVICE		CERTIFICATE OF
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
<p>Received From:  <u>Christopher E. Mohney, Esquire</u>  <u>25 East Park Avenue, Suite 6</u>  <u>DuBois, PA 15801</u></p> <p>One piece of ordinary mail addressed to:  <u>First Commonwealth Bank a/k/a</u>  <u>Deposit Bank</u>  <u>2 E. Long Avenue, P.O. Box 607A</u>  <u>DuBois, PA 15801</u></p>		

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
<p>Received From:  <u>Christopher E. Mohney, Esquire</u>  <u>25 East Park Avenue, Suite 6</u>  <u>DuBois, PA 15801</u></p> <p>One piece of ordinary mail addressed to:  <u>Beneficial Consumer Discount Co.</u>  <u>237 Main Street</u>  <u>Ridgway, PA 15853</u></p>		

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		
<p>Received From:  <u>Christopher E. Mohney, Esquire</u>  <u>25 East Park Avenue, Suite 6</u>  <u>DuBois, PA 15801</u></p> <p>One piece of ordinary mail addressed to:  <u>Alexis Stetz, City Treasurer</u>  <u>16 E. Scribner Avenue</u>  <u>DuBois, PA 15801</u></p>		

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
Christopher E. Mohney, Esquire  
25 East Park Avenue, Suite 6  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAIL**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
Christopher E. Mohney, Esquire  
25 East Park Avenue, Suite 6  
DuBois, PA 15801

One piece of ordinary mail addressed to:  
Clearfield County Domestic Relations  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

PS Form 3817, January 2001

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P.	:	
LABENNE, ESTATE OF	:	
JUDITH L. LABENNE, SCOTT	:	
LABENNE, and their heirs,	:	
Executors, administrators and	:	
Assigns,	:	
DEFENDANTS	:	

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY**  
**BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO:	SCOTT LABENNE 712 W. Long Avenue DuBois, PA 15801	EUGENE P. LABENNE Deceased and no estate opened
	JUDITH L. LABENNE Deceased and no estate opened	
	DEPOSIT BANK, now FIRST COMMONWEALTH BANK 2 E. Long Avenue DuBois, PA 15801	
	BENEFICIAL CONSUMER DISCOUNT COMPANY 237 Main Street Ridgway, PA 15853	
	ALEXIS STETZ CITY TREASURER 16 E. Scribner Avenue DuBois, PA 15801	

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 6<sup>th</sup> day of October, 2006, at 10:00 A.M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 8-22-06



Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,	:	
DEFENDANTS	:	

## **NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: SCOTT LABENNE  
712 W. Long Avenue  
DuBois, PA 15801

EUGENE P. LABENNE  
Deceased and no estate opened

JUDITH L. LABENNE  
Deceased and no estate opened

DEPOSIT BANK, now FIRST COMMONWEALTH BANK  
2 E. Long Avenue  
DuBois, PA 15801

BENEFICIAL CONSUMER DISCOUNT COMPANY  
237 Main Street  
Ridgway, PA 15853

ALEXIS STETZ  
CITY TREASURER  
16 E. Scribner Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, OCTOBER 6, 2006, 2006 at 10:00 o'clock A. M., the following described real estate of which EUGENE P. LABENNE, JUDITH L. LABENNE and SCOTT LABENNE are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK, now FIRST COMMONWEALTH BANK vs. ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and assigns, at No. 06-74 C.D. in the amount of \$21,029.26.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on  
OCTOBER 9, 2006.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



---

Sheriff of Clearfield County

PROPERTY DESCRIPTION OF  
EUGENE P. LaBENNE and JUDITH L. LaBENNE

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SEIZED, taken in execution to be sold as the property of ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, at the suit of DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK. JUDGMENT NO. 06-74-CD

SCHEDULE "A"

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

DEPOSIT BANK, now FIRST : NO. 06-74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. : TYPE OF PLEADING: SUPPLEMENTAL  
LABENNE, ESTATE OF : AFFIDAVIT OF SERVICE PURSUANT  
JUDITH L. LABENNE, SCOTT : TO RULE 3129.2  
LABENNE, and their heirs, : FILED ON BEHALF OF: PLAINTIFF  
Executors, administrators and :  
DEFENDANTS. : COUNSEL OF RECORD:  
 : CHRISTOPHER E. MOHNEY, ESQUIRE  
 : SUPREME COURT NO.: 63494  
 :  
 : 25 EAST PARK AVENUE, SUITE 6  
 : DUBOIS, PA 15801  
 : (814) 375-1044

FILED  
OCT 06 2006  
19:04:51 PM  
NOCC  
S

William A. Shaw  
Prothonotary/Clerk of Courts

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P.	:	
LABENNE, ESTATE OF	:	
JUDITH L. LABENNE, SCOTT	:	
LABENNE, and their heirs,	:	
Executors, administrators and	:	
Assigns,	:	
DEFENDANTS	:	

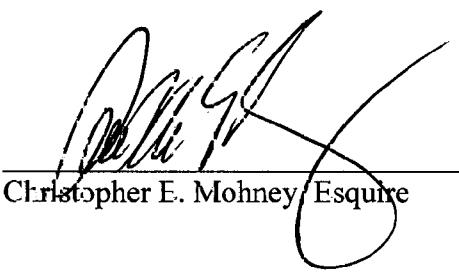
**SUPPLEMENTAL AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2**

COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF CLEARFIELD	:

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **DEPOSIT BANK, now FIRST COMMONWEALTH BANK**, in the above captioned action, did serve all parties in interest listed below via handbills, copies attached hereto, by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on August 29, 2006.

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 Beaver Drive, Suite 114C  
DuBois, PA 15801

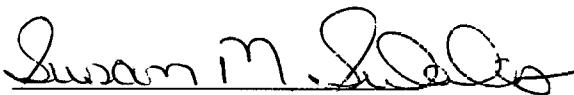
By:

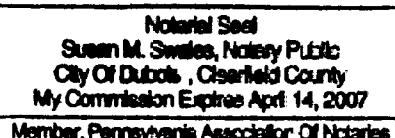
  
Christopher E. Mohney Esquire

*SWORN TO and SUBSCRIBED*

*before me this 5<sup>th</sup> day of*

*October, 2006.*

  
Susan M. Swales  
Notary Public



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

DEPOSIT BANK, now FIRST : NO. 06 - 74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
DEFENDANTS :  
:

PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY  
BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: SCOTT LABENNE EUGENE P. LABENNE  
712 W. Long Avenue Deceased and no estate opened  
DuBois, PA 15801

JUDITH L. LABENNE  
Deceased and no estate opened

DEPOSIT BANK, now FIRST COMMONWEALTH BANK  
2 E. Long Avenue  
DuBois, PA 15801

BENEFICIAL CONSUMER DISCOUNT COMPANY  
237 Main Street  
Ridgway, PA 15853

ALEXIS STETZ  
CITY TREASURER  
16 E. Scribner Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 6<sup>th</sup> day of October, 2006, at 10:00 A.M.

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 8-22-06

  
\_\_\_\_\_  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

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

DEPOSIT BANK, now FIRST COMMONWEALTH BANK,	:	NO. 06 - 74 C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and Assigns,	:	
DEFENDANTS	:	

## **NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: SCOTT LABENNE  
712 W. Long Avenue  
DuBois, PA 15801

EUGENE P. LABENNE  
Deceased and no estate opened

JUDITH L. LABENNE  
Deceased and no estate opened

DEPOSIT BANK, now FIRST COMMONWEALTH BANK  
2 E. Long Avenue  
DuBois, PA 15801

BENEFICIAL CONSUMER DISCOUNT COMPANY  
237 Main Street  
Ridgway, PA 15853

ALEXIS STETZ  
CITY TREASURER  
16 E. Scribner Avenue  
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, OCTOBER 6, 2006, 2006 at 10:00 o'clock A. M., the following described real estate of which EUGENE P. LABENNE, JUDITH L. LABENNE and SCOTT LABENNE are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of DEPOSIT BANK, now FIRST COMMONWEALTH BANK vs. ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, and their heirs, Executors, administrators and assigns, at No. 06-74 C.D. in the amount of \$21,029.26.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on  
OCTOBER 9, 2006.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with  
the Office of the Sheriff no later than ten (10) days from the date when Schedule of  
Distribution is filed in the Office of the Sheriff.



---

Sheriff of Clearfield County

PROPERTY DESCRIPTION OF  
EUGENE P. LaBENNE and JUDITH L. LaBENNE

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

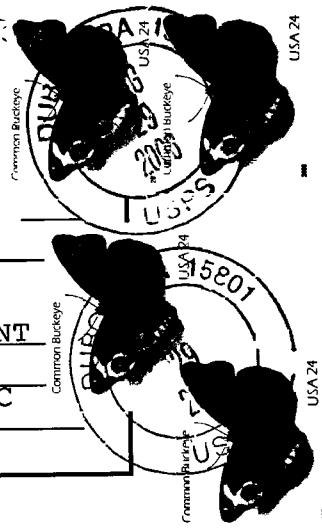
BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SEIZED, taken in execution to be sold as the property of ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, at the suit of DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK. JUDGMENT NO. 06-74-CD

SCHEDULE "A"

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
<div style="float: right; text-align: right;">  </div> <div style="float: left; margin-right: 20px;"> <b>MAY BE PROVIDED</b>  <hr/>         Rece _____  <hr/>         _____  <hr/>         _____       </div> <div style="clear: both; margin-top: 10px;"> <p>Christopher E. Mohney, Esquire          25 East Park Avenue          Suite 6          DuBois, PA 15801</p> </div>		
<hr/> <p>One piece of ordinary mail addressed to:</p> <p><b><u>BENEFICIAL CONSUMER DISCOUNT COMPANY</u></b>  <u>90 Beaver Drive, Suite 114C</u>  <u>DuBois, PA 15801</u></p> <div style="float: right; text-align: right;">  </div>		



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20405  
NO: 06-74-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

VS.

DEFENDANT: ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 07/28/2006

LEVY TAKEN 08/25/2006 @ 2:35 PM

POSTED 08/25/2006 @ 2:32 PM

SALE HELD 10/06/2006

SOLD TO DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/07/2007

DATE DEED FILED

PROPERTY ADDRESS 109 WEST WEBER AVENUE DUBOIS , PA 15801

*FILED  
07/28/06  
FEB 07 2007*

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

08/28/2006 @ 11:00 AM SERVED SCOTT LABENNE

SERVED SCOTT LABENNE, DEFENDANT, AT HIS RESIDENCE, 712 W. LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT LABENNE

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

@ SERVED

NOW, OCTOBER 17, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY, THE PLAINTIFF DOES NOT WANT TO COMPLETE THE SALE OF THE DEFENDANT'S PROPERTY. THEY DO NOT WANT IT DEEDED TO THEM.

@ SERVED

NOW, FEBRUARY 7, 2007 RETURN THE WRIT AS UNSATISFIED. THE PROPERTY WAS NOT NEEDED TO THE PLAINTIFF.

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

DOCKET # 20405  
NO: 06-74-CD

PLAINTIFF: DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK

vs.

DEFENDANT: ESTATE OF EUGENE P. LABENNE, ESTATE OF JUDITH L. LABENNE, SCOTT LABENNE, AND THEIR  
HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS

## Execution      REAL ESTATE

## **SHERIFF RETURN**

SHERIFF HAWKINS \$204.41

**SURCHARGE \$20.00 PAID BY PLAINTIFF**

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

Chester Hawkins  
by Cynthia Butterfield

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

DEPOSIT BANK, now FIRST : NO. 06 - 74 C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: :  
ESTATE OF EUGENE P. :  
LABENNE, ESTATE OF :  
JUDITH L. LABENNE, SCOTT :  
LABENNE, and their heirs, :  
Executors, administrators and :  
Assigns, :  
: :  
DEFENDANTS : :

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD

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 property described on Schedule A attached hereto.

Amount due: \$21,029.26

Costs: \$ \_\_\_\_\_

Prothonotary costs 125.00

Total: \$ \_\_\_\_\_

BY:

  
William A. Shaw, Prothonotary

DATE: July 28, 2006

Received July 28, 2006 @ 3:00 P.M.  
Chester A. Hauke  
by Cynthia Button-Coughlin

PROPERTY DESCRIPTION OF  
EUGENE P. LaBENNE and JUDITH L. LaBENNE

ALL that certain piece or parcel of land situate, lying and being in the city of DuBois, Clearfield County, Pennsylvania, known as Lot No. 9 in Evans Addition to DuBois, and being bounded and described as follows, to wit:

BEGINNING at a post at West Weber Avenue; thence East along West Weber Avenue 50, more or less, to a post; thence South along lot now or formerly of Maxwell E. and Gertrude H. Korb, 104 feet to Nash Alley; thence West along Nash Alley 50 feet, more or less, to a post; thence North along lot now or formerly of K. K. and Victoria L. Irwin, 103 feet to West Weber Avenue, and the place of beginning. Having thereon erected a two-story frame dwelling house known as 109 West Weber Avenue.

BEING the same premises conveyed to Eugene P. LaBenne and Judith L. LaBenne, husband and wife, via deed of William A. Fonslick and Arlene F. Fonslick, dated October 2, 1995, and recorded in the Office of the Recorder of Clearfield County.

SCHEDULE "A"

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SCOTT LABENNE

NO. 06-74-CD

NOW, February 07, 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 October 06, 2006, I exposed the within described real estate of Estate Of Eugene P. Labenne, Estate Of Judith L. Labenne, Scott Labenne, And Their Heirs, Executors, Administrators And Assigns to public venue or outcry at which time and place I sold the same to DEPOSIT BANK, NOW FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	16.91
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$205.41</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	21,029.26
INTEREST @	0.00
FROM TO 10/06/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	20.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$21,049.26</b>
<b>COSTS:</b>	
ADVERTISING	1,052.40
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	205.41
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,666.81</b>

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

CHESTER A. HAWKINS, Sheriff

## CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

25 EAST PARK AVENUE  
SUITE 6  
DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

October 17, 2006

Via facsimile only 765.5915

Cynthia Butler-Aughenbaugh  
c/o Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Front Street, Suite 116  
Clearfield, PA 16830

Re: Deposit Bank, now First Commonwealth Bank vs. Scott LaBenne, et. al.  
No. 06-74-C.D.

Dear Cindy:

At a sheriff sale on October 6, 2006, the bank's bid of \$1 + costs was the winning bid. First Commonwealth Bank wishes to not consummate the sale. Please advance to me the costs due your office if this were to occur, and it is not the bank's intention to re-advertise the property for sale.

Thank you.

Sincerely,  
Christopher E. Mohney

Copy to: Terry Henry, First Commonwealth Bank

TOTAL P.01