

06-380-CD
PNC Bank vs Phillip C. Brown et al

PNC Bank vs Phillip Brown et al
2006-380-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

vs.

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

Defendants.

Case No. 06-380-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

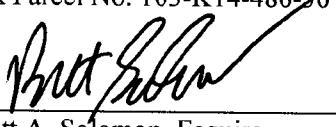
Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

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

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



Brett A. Solomon, Esquire
Attorney for Plaintiff

FILED 2ccShff
M 13 18 01
MAR 10 2006 Atty. pd 85.00
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

IMPORTANT NOTICE

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

2. Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone ("Borrowers") are adult individuals whose last known address is 310 Spruce Streets, Madera, Pennsylvania 16661.

3. On or about May 18, 2000, Borrowers executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$18,075.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated May 18, 2000 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real

property located in Bigler Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Mortgage Book Volume 2000, page 7394. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and the Mortgage for failure to make payments when due. The Note is due from October 28, 2005 and as of February 23, 2006 was past due in the amount of \$938.17.

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

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

8. On or about December 29, 2005, Bank sent Borrowers written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Borrowers are attached hereto as Exhibit "C" and incorporated herein.

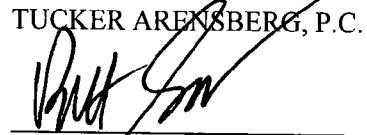
9. The amount due Bank under the Note and Mortgage as of February 23, 2006 is as follows:

Principal	\$ 12,181.69
Interest through February 23, 2006	652.35
(Continuing Thereafter at \$3.5844 per diem)	
Late Fees	80.00
Costs	to be added
Attorney's Fees	<u>1,015.00</u>
TOTAL	\$ 13,929.04

10. The total amount now due to the Bank under the Note and Mortgage as of February 23, 2006 was Thirteen Thousand Nine Hundred Twenty-Nine and 04/100 Dollars (\$13,929.04), plus interest accruing from February 23, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands and in rem judgment in mortgage foreclosure for the amount due of Thirteen Thousand Nine Hundred Twenty-Nine and 04/100 Dollars (\$13,929.04), plus continuing interest at the contract rate from February 23, 2006, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF ALLEGHENY) SS:

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



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

Sworn to and subscribed before me

this 7 day of March, 2006.


Karen M. Thompson
Notary Public

My Commission Expires:

Direct Installment Loan Disclosure and Note

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

PNC BANK

Date:
5/18/2000

Truth-in-Lending Disclosures

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of the Borrower's credit as a yearly rate. 10.747 %	The dollar amount the credit will cost the Borrower. \$ 11,537.40	\$ 18,075.00	\$ 28,612.40

The Borrower's Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	\$ 235.77	Monthly beginning 5/18/2000

e means an estimate

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

None Goods or property being purchased
 Real Estate

Late Charge: Not Applicable. If a payment is not paid in full within 15 days of its due date, Borrower may be charged the greater of \$20.00 or 5% of the total payment.

Prepayment: If Borrower pays off early, Borrower will not have to pay a penalty.

Required Deposit Balance: Not Applicable. The Annual Percentage Rate does not take into account any required deposit balance.

Assumption: If this loan is secured by a dwelling, someone purchasing that dwelling cannot assume the remainder of the loan on the original terms.

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

Security Interest Charges:

None Filing fees
 Variable Rate Not Applicable

The Annual Percentage Rate starts at the Prime Rate published in The Wall Street Journal increases. The rate will not increase more often than once a month. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 15%. An increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or

the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 48 monthly payments of \$270.76, and the rate increased to 14.12% after 12 payments, increased to 15.12% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$272.66.

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

If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.0000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13.12%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

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

Itemization of Amount Financed

Amount Financed
 See Settlement Statement

(1) Amount given directly to Borrower

 See Settlement Statement

(2) Amount paid on Borrower's account

 S

(3) Amount retained by Lender for

 See Settlement Statement

(4) Amount paid to others on Borrower's behalf

 a to public officials S See Settlement Statement

(b) for credit insurance

 S

(c) to

 S

(d) to

 S

(e) to

 S

(f) to

 S

(g) to

 S

(h) to

 S

(i) to

 S

Prepaid Finance Charge

 S

Itemization of Amounts paid by Borrower at the time the loan is made:

(1) S See Settlement Statement(2) S(3) S

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

I want Single Credit Life Insurance which costs \$

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

Signature of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance

Signature of Person to be insured for Joint Credit Life Insurance

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

Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note.	Bank interest rate	4.7	Monthly payment	3.6
Application of payments	Drift	13	Monthly payment changes	6
Accrued interest	Defenses	1	Minimum parties	24
Attorneys' fees	Delay in enforcement	15	Paid in full checks	28
Automatic payment plan	Deposit	22	Payment application	8
Borrower's responsibilities	Discounted debts	23	Payment Due Date	3
Changes in interest rate	Early payment	15	Payment Schedule	3.6
Closing costs	Finance charges	7	Personal representatives bound	26
Collateral	Flood insurance	19	Prepayment	18
Collection expenses	Governing law	27	Promise to pay	2
Communication concerning disputed debts	Heirs bound	26	Property insurance	19
Computing interest	Holds	5	Release of borrowers	16
Court costs	Insurance checks	20	Release of security	16
Credit reports	Interest after maturity and judgment	12	Remedies	13
Customer information	Interest rate	2.4.7.12	Return Check Charge	10
Daily balance	Late charges	9	Security interest	17.19.22
	Legal fees	2.21	Security interest charges	17
	Lender	1	Security interest in deposits	22
	Lender's right to endorse checks	20	Variable rate	4.7
	Merge	4	Waiver	11.14

EXHIBIT

A

Direct Installment Loan Disclosure and Note

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

Direct Installment Loan Note

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

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

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

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

in uninterrupted monthly payments: 119 payments of \$ 246.77 and a final payment, which will be paid by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 6/28/2000.

Payments will continue until all amounts due are paid.

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

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

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

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

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

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

6. Monthly Payment Changes:

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower will also be in default:

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

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

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

Direct Installment Loan Disclosure and Note

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

PNC BANK

Date:
9/18/2000

Direct Installment Loan Note - continued

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

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

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

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

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

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

- (a) If property insurance is required by a mortgage and/or security agreement securing the repayment of this Note and/or if flood insurance is required by federal law, BORROWER MAY OBTAIN THE INSURANCE FROM ANYONE OF BORROWER'S CHOICE subject to Lender's reasonable approval. If flood insurance is required, Borrower has been separately advised. The property insurance must cover loss of or damage to the collateral and must be in an amount sufficient to protect Lender's interests. Flood insurance must be of the type and in the amount required by federal law.
- (b) Borrower agrees to provide Lender evidence of required insurance. All policies must name Lender as a loss payee, secured party and trust beneficiary for at least 10 days written notice to Lender of reduction in coverage or cancellation.
- (c) If Borrower fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Lender, Lender may notify Borrower that Borrower should purchase the required insurance at Borrower's expense. If Borrower fails to purchase the insurance within the time stated in the notice and fails to provide evidence of such insurance to Lender, Lender may purchase insurance to protect Lender's interest to the extent permitted by applicable law and charge Borrower the cost of the premiums and any other amounts Lender incurs in purchasing the insurance. THE INSURANCE LENDER PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE BORROWER COULD PURCHASE OTHERWISE. Upon demand, Borrower promises to pay Lender the cost of insurance purchased and other amounts incurred by Lender. Borrower agrees that Lender may, if permitted by applicable law, add the cost of the insurance to the amounts on which interest is charged at the rate provided in this Note. In certain states, the required insurance may be obtained through a licensed insurance agent affiliated with Lender. This agent will receive a fee for providing the required insurance. In addition, an attorney may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.
- (d) To pay all taxes due on the collateral if Borrower does not pay the taxes. Lender has the option to pay the taxes. Upon demand, Borrower promises promptly to repay to Lender any amounts paid by Lender for taxes.
- (e) If Lender gets a security interest in stock or securities the value of the collateral may become insufficient to protect Lender. If that happens, Borrower agrees to deliver to Lender additional collateral which Lender believes will be enough to protect Lender.
- (f) To allow Lender the right to inspect the collateral at any reasonable time and to inspect the collateral in good condition and ready, reasonable wear and tear excepted.
- (g) If amounts are advanced by Lender under this Note for taxes and/or insurance, Lender can, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in subsequent equal installments on the due date stated in the payment schedule.
- (h) Borrower's promises made and Lender's rights set forth in this section shall not merge with any judgment in any legal action and shall apply until all amounts due are paid in full.

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

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

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

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

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

25. **Customer Information.** To serve its customers efficiently and offer a full range of financial services, Lender shares customer transaction and experience information among the PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements, and credit reports. Borrower may request that Lender does not share this other personal information except where such information is used by one PNC Bank company to service customer accounts for another by writing to Lender at PNC Bank, P.O. Box 950565, Pittsburgh, PA 15226. Please include Borrower's name, address, account numbers, or social security number.

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

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

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

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

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

Philip C. Brown *9/18/00*
Borrower's Signature: PHILLIP C BROWN Date

Kelly Brown *9/18/00*
Borrower's Signature: KELLY BROWN Date

Co-Maker's Signature **Date**
Philip C. Brown *9/18/00*

Co-Maker's Signature **Date**

Co-Maker's Signature **Date**

NOTICE TO CO-SIGNER

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

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

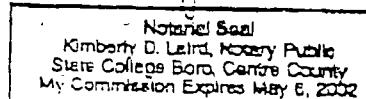
The Lender can collect this debt from you without first trying to collect from the Borrower. The Lender can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

Acknowledgment taken in the STATE OF PENNSYLVANIA, COUNTY OF *Allegheny*
On this 10 day of May, 2000, before me Kimberly D. Baird
undersigned officer (who certifies that he/she is not an officer or Director of PNC Bank, National Association) personally appeared Philip C. Belous and
Kelly A. Belous (see Philip C. Belous) known to me (or satisfactorily proved to be the persons) whose
name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
In Witness Whereof, I hereunder set my hand and officie

In Witness Whereof, I hereunder set my hand and officie

Signature Kimberly Hall

Title Notary Public



Mc. 1.2a: Pennsylvania Application of Non-Resident

Affidavit of Subscribing Witness (Do not use if Mortgagor(s) acknowledged the Mortgage. Affidavit must be taken in county where property is located.)
Before me, a notary public (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared _____, the subscribing witness to the within Mortgage, who being duly sworn according to law, deposes and says: he/she was personally present at the execution of said Mortgage, saw the within named Mortgagor(s) _____ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth and _____ that the name of this deponent affixed thereto as subscribing witness is of deponent's own proper handwriting.

ສິນຄະດີຂອງ ພິມພາບ

Swear to and subscribed before me this _____ day of

NOTARY PUBLIC

Certificate of Residence: I, MARY SCOTT, do hereby
certify that my precise residence is Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Annals for March 1880

RECORDED in the STATE of PENNSYLVANIA, COUNTY of _____, on this _____ day of _____
_____, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Volume _____, PAGE _____.
WITNESS my hand and the seal of said office the day and year aforesaid.

Research

PNC Bank, National Association

1

to

Mortgage (Closed-End)

Recorded

NUMBERS

KREH L. STARCK
REGISTER AND RECORDER
CHESAPEAKE COUNTY

INSTRUMENT NUMBER
200007394
RECORDED ON
MAY 30, 2000
1501-150 PM

FORM 113123-1181



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

Date of this Notice: December 29, 2005

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME:

Kelly Brown / Phillip Brown

PROPERTY ADDRESS:

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

LOAN ACCT. NO.:

045-01-008014574150

ORIGINAL LENDER:

CURRENT LENDER/SERVICER: PNC Bank, NA

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

EXHIBIT

tables



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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



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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
2nd & Spruce PO Box 359, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

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

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

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

TOTAL AMOUNT PAST DUE: \$731.40

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$731.40, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

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

Phone Number: (412) 762-8048 or 1-800-878-0027

Contact Person: Beatrice Grates

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

Date of this Notice: December 29, 2005

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



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A member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

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Contact Person: Beatrice Grates

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Arlene West
PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Clearfield County

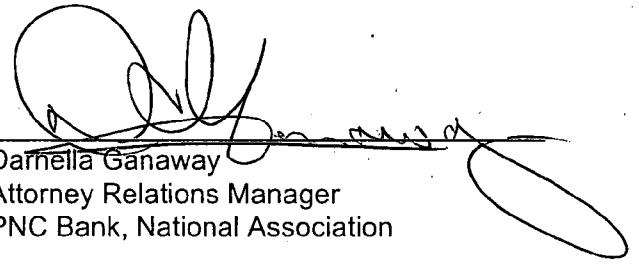
Consumer Credit Counseling Service of Western PA, Inc
500-02 3rd Ave
PO Box 278
Duncansville, PA 16635
(814) 696-3546

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

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

VERIFICATION

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


Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101345
NO: 06-380-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE

SHERIFF RETURN

NOW, March 17, 2006 AT 9:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHILLIP C. BROWN DEFENDANT AT 310 SPRUCE ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHILLIP C. BROWN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/4/2006
APR 24 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101345
NO: 06-380-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE

SHERIFF RETURN

NOW, March 17, 2006 AT 9:53 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KELLY A. BROWN aka KELLY A. BARONE DEFENDANT AT 310 SPRUCE ST., MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHILLIP C. BROWN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101345
NO: 06-380-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

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

SHERIFF RETURN

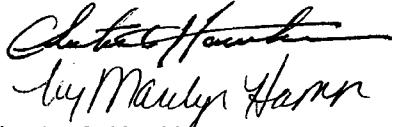
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	285937	20.00
SHERIFF HAWKINS	ARENSBERG	285937	42.69

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION

CIVIL DIVISION,

Plaintiff,
vs.

No. 06-380-CD

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

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendants.

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

Counsel of record for this party:

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

FILED *Atty pd. 20.00*
MAY 13 2006
MAY 15 2006 Notice of I.C.C.
to Defs.

William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty
©

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 06-380-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$14,498.12 plus continuing interest at the contract rate of \$7.6985 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 13,929.04
Interest from 2/24/06 to 5/12/06 @ \$3.5844 per diem.....	\$ 279.58
Late Charges from 3/06 to 4/06 at \$20.00 per month.....	\$ 40.00
Attorney's fees and charges through 5/12/06.....	\$ 249.50
*TOTAL	\$ 14,498.12

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

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

TUCKER ARENSBERG, P.C.



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

Plaintiff : PNC Bank, . c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: Philip C. Brown, 310 Spruce Street, Madera, PA 16661.
Kelly A. Brown a/k/a Kelly A. Barone, 310 Spruce Street, Madera, PA 16661

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 06-380-CD
)	
vs.)	
)	
PHILLIP C. BROWN and)	
KELLY A. BROWN a/k/a)	
KELLY A. BARONE,)	
)	
Defendants.)	

TO: Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

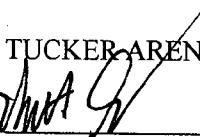
DATE OF NOTICE: April 25, 2006

IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esquire

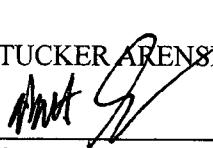
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Kelly A. Brown, a/k/a Kelly A. Barone, by depositing thereof in the United States mail, first class postage prepaid, on the 25th day of April 2006, at the following address:

Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

TUCKER ARENSBERG, P.C.


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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 06-380-CD
)	
vs.)	
)	
PHILLIP C. BROWN and)	
KELLY A. BROWN a/k/a)	
KELLY A. BARONE,)	
)	
Defendants.)	

TO: Phillip C. Brown
310 Spruce Street
Madera, PA 16661

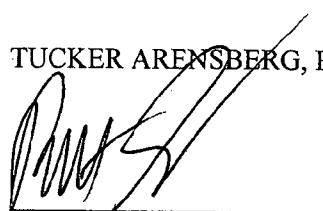
DATE OF NOTICE: April 25, 2006

IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.

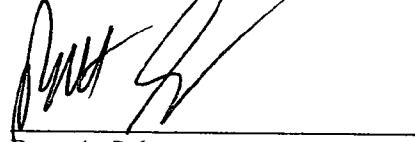

Brett A. Solomon, Esquire
Attorney for Plaintiff, PNC Bank, National Association

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Phillip C. Brown, by depositing thereof in the United States mail, first class postage prepaid, on the 25th day of April 2006, at the following address:

Phillip C. Brown
310 Spruce Street
Madera, PA 16661

TUCKER ARENSBERG, P.C.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Copy

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 06-380-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

NOTICE OF JUDGMENT

TO: Philip C. Brown
310 Spruce Street
Madera, PA 16661

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on
May 15, 2006, in the amount of \$14,498.12 plus continuing interest at the
contract rate together with costs, late charges, and attorneys fees.

Walter L. Hart
BDA

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 06-380-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

NOTICE OF JUDGMENT

TO: Kelly A. Brown a/k/a
Kelly A. Barone
310 Spruce Street
Madera, PA 16661

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on

May 15, 2006, in the amount of \$14,498.12 plus continuing interest at the
contract rate together with costs, late charges, and attorneys fees.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 06-380-CD
)
vs.)
)
PHILIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

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



Brett A. Solomon, Esquire

Sworn to and subscribed before me this

10 day of May 2006.



Notary Public

BF 274534

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Kelly J. Mizak, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 23, 2009	

Member, Pennsylvania Association of Notaries

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

PNC Bank, National Association
Plaintiff(s)

No.: 2006-00380-CD

Real Debt: \$14,498.12

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Phillip C. Brown
Kelly A. Brown
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 15, 2006

Expires: May 15, 2011

Certified from the record this 15th day of May, 2006.



William A. Shaw

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

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

Defendants.

CIVIL DIVISION

No. 06-380-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

2nd and Spruce Streets
Madera, PA 16661
Township of Bigler
Tax Parcel I.D. No. 103-K14-486-36

FILED

MAY 25 2006

11:55 AM

William A. Shaw

Prothonotary/Clerk of Courts

~~NO CERT COPIES~~
1 CERT TO SHER
6 WRITS TO SHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 06-380-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount \$ 14,498.12

Interest from 5/13/06 through 7/31/06
at \$3.5844 per diem 286.75

Late Charges (\$20.00/mo. from 5/06 to 7/06) 60.00

Attorney's Fees and Costs 218.65

Sub-total \$ 15,063.52

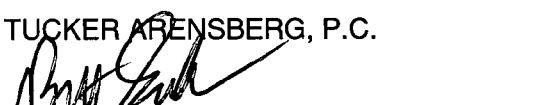
Additional Interest to Sale Date
(to be added by Sheriff) _____

Additional Late Charges to Date of Sale
(to be added by Sheriff) _____

Costs (to be added by the Prothonotary) 125. -

Total \$ _____

TUCKER ARENSBERG, P.C.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 06-380-CD
)
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:
)

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


Brett A. Solomon

Sworn to and subscribed before me

this 19 day of May, 2006.


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Kelly J. Mizak, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 23, 2009	

Member, Pennsylvania Association of Notaries

BF 274803

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

PNC Bank, National Association,

Vs.

NO.: 2006-00380-CD

Phillip C. Brown and
Kelly A. Brown, a/k/a Kelly A. Barone

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from PHILLIP C. BROWN, KELLY A. BROWN, a/k/a Kelly A. Barone, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$15,063.52

PAID: \$125.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 5/25/2006



William A. Shaw
Prothonotary/Clerk Civil Division

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

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

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

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

Defendants.

CIVIL DIVISION

No. 06-380-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
Plaintiff,	)	No. 06-380-CD
vs.)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
Defendants.)	

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

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

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

PHILLIP C. BROWN and	310 Spruce Street
KELLY A. BROWN a/k/a	Madera, PA 16661
KELLY A. BARONE	

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

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

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

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

COUNTY NATIONAL BANK	P.O. Box 42
	Clearfield, PA 16830

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
CLEARFIELD COUNTY TAX CLAIM	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
TOWNSHIP OF BIGLER	c/o Kathy Kitko, Tax Collector 4801 Chesterfield Road Madera, PA 16661
MOSHANNON VALLEY SCHOOL DISTRICT	c/o Kathy Kitko, Tax Collector 4801 Chesterfield Road Madera, PA 16661
COMMONWEALTH OF PA DEPARTMENT OF REVENUE	P.O. Box 2675 Harrisburg, PA 17105

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

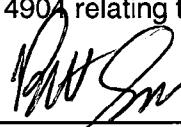
MUDY RUN REGIONAL AUTHORITY	P.O. Box 747 Madera, PA 16661
-----------------------------	----------------------------------

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

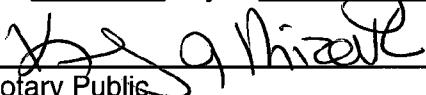
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: 5-19-06

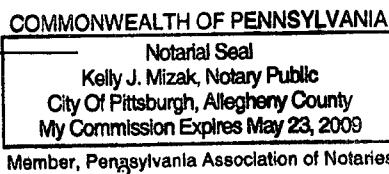
By:


Brett A. Solomon, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 19 day of May, 2006.


Notary Public

My Commission Expires:



2

BF 236946

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

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

Defendants.

CIVIL DIVISION

No. 06-380-CD

AFFIDAVIT OF ACT 6

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

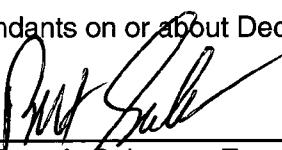
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 06-380-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

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

THAT Notice of PNC Bank National Association's intention to foreclose, pursuant to 41
P.S. §403 (Act 6 of 1974), was given to Defendants on or about December 29, 2005.



Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 19 day of May, 2006.



Notary Public

My Commission Expires:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

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

Defendants.

CIVIL DIVISION

No. 06-380-CD

AFFIDAVIT OF ACT 91

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

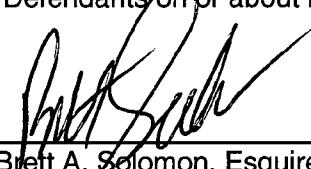
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 06-380-CD
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

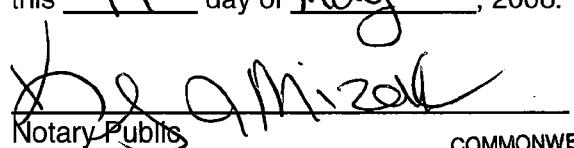
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendants on or about December 29, 2005.



Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 19 day of May, 2006.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Kelly J. Mizak, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 23, 2009

Member, Pennsylvania Association of Notaries

BF 274803

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

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

Defendants.

CIVIL DIVISION

No. 06-380-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL) CIVIL DIVISION
ASSOCIATION,)
Plaintiff,) No. 06-380-CD
)
vs.)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
Defendants.)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

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

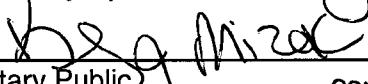
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is 310 Spruce Street, Madera, Pennsylvania 16661.

TUCKER ARENSBERG, P.C.



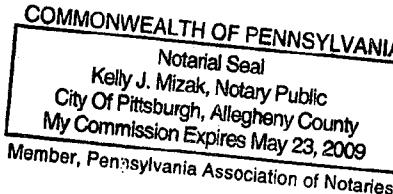
Brett A. Solomon, Esquire
Attorney for PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Sworn to and subscribed before me
this 19 day of May, 2006.


Notary Public

My Commission Expires:

BF 274803



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

Plaintiff,

No. 06-380-CD

vs.

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

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

Defendants.

Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

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

FILED

AUG 07 2006
m/8/45/w
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. 06-380-CD
)
vs.)
)
PHILLIP C. BROWN and)
KELLY A. BROWN a/k/a)
KELLY A. BARONE,)
)
Defendant.)

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

The undersigned does hereby certify that service of the Notice of Sale was completed on Defendants, Phillip C. Brown and Kelly A. Brown a/k/a Kelly A. Barone, on June 26, 2006 by sending said Notice to Defendants via certified mail to their last known addresses of P.O. Box 359, Madera, Pennsylvania 16661. Copies of the Certified Mail Receipts (PS Form 3811) dated June 26, 2006 are attached hereto as Exhibit "A".

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by First Class Mail to all Lien Creditors and Parties of Interest on July 11, 2006 as evidenced by the Certificate of Mailing (P.S. Form 3817) attached hereto as Exhibit "B".



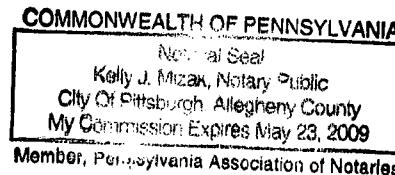
Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 3 day of August, 2006.

Kelly J. Mizak
Notary Public

My Commission Expires:

BF 280317



7005 3110 0001 0624 9991

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Postmark
Here
0011-127574

Sent To: Kelly A. Brown aka Kelly A. Barone
Street, Apt. No.;
or PO Box No.
P.O. Box 359
City, State, ZIP+4
Madera, PA 16661

PS Form 3800, June 2002
See Reverse for Instructions

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Postmark
Here
0011-127574

Sent To: Phillip C. Brown
Street, Apt. No.;
or PO Box No.
P.O. Box 359
City, State, ZIP+4
Madera, PA 16661

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:

Phillip C. Brown
P.O. Box 359
Madera, PA 16661

2. Article Number

(Transfer from service label)

7005 3110 0001 0624 9991

PS Form 3811, February 2004

Domestic Return Receipt

0011-127574

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Phillip C. Brown

Agent
 Addressee

B. Received by (Printed Name)

Phillip C. Brown

C. Date of Delivery

6/26/04

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Kelly A. Brown aka
Kelly A. Barone
P.O. Box 359
Madera, PA 16661

2. Article Number

(Transfer from service label)

7005 3110 0001 0624 9977

PS Form 3811, February 2004

Domestic Return Receipt

0011-127574

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Phillip C. Brown

Agent
 Addressee

B. Received by (Printed Name)

Phillip C. Brown

C. Date of Delivery

6/26/04

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

Name and Address of Sender	Tucker Atrensberg, P.C. Attn: Michael Mazack 1500 One PPG Place Pittsburgh, PA 15222		Indicate Type of Mail: Registered Insured COD Certified		Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt						
Line Article Number	Name of Addressee, Street, and Post Office Address		Postage	Fee	Handling Charge	Act Value (If Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee	Remarks
1	Clefield County Treasurer Clefield County Courthouse 230 East Market Street Clefield, PA 16830		.39	.30									
2	Clefield County Tax Claim Clefield County Courthouse 230 East Market Street Clefield, PA 16830		.39	.30									
3	Township of Bigler c/o Kathy Kitko, Tax Collector 4801 Chesterfield Road Madera, PA 16661		.39	.30									
4	Moshannon Valley School District c/o Kathy Kitko, Tax Collector 4801 Chesterfield Road Madera, PA 16661		.39	.30									
5	Commonwealth of Pennsylvania Department of Revenue P.O. Box 2675 Harrisburg, PA 17105		.39	.30									
6	County National Bank P.O. Box 42 Clefield, PA 16830		.39	.30									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving Employee)	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See <i>Domestic Mail Manual</i> R900, S913 and S921 for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.										

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20360
NO: 06-380-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: PHILLIP C. BROWN AND KELLY A. BROWN A/K/A KELLY A BARONE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/25/2006

LEVY TAKEN 06/06/2006 @ 9:15 AM

POSTED 06/06/2006 @ 9:15 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/15/2007

DATE DEED FILED NOT SOLD

FILED
07/11/06
JAN 15 2007
S

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

06/06/2006 @ 9:15 AM SERVED PHILLIP C. BROWN

SERVED PHILLIP C. BROWN, DEFENDANT, AT HIS RESIDENCE 310 SPRUCE STREET A/K/A 2ND & SPRUCE STREETS, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PHILLIP C. BROWN

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.

06/06/2006 @ 9:15 AM SERVED KELLY A. BROWN A/K/A KELLY A. BARONE

SERVED KELLY A. BROWN A/K/A KELLY A. BARONE, DEFENDANT, AT HER RESIDENCE 310 SPRUCE STREET A/K/A 2ND & SPRUCE STREETS, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PHILLIP C. BROWN, HUSBAND/CO-DEFENDANT

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, JULY 21, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR AUGUST 4, 2006 TO OCTOBER 6, 2006.

@ SERVED

NOW, OCTOBER 3, 2006 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR OCTOBER 6, 2006. THE SUM OF \$5,923.38 WAS RECEIVED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20360
NO: 06-380-CD

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION

vs.

DEFENDANT: PHILLIP C. BROWN AND KELLY A. BROWN A/K/A KELLY A BARONE

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$345.53

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
I, *Amelia Butterfield*
Chester A. Hawkins
Sheriff

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

PNC Bank, National Association,

Vs.

NO.: 2006-00380-CD

Phillip C. Brown,
Kelly A. Brown,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due PNC BANK, NATIONAL ASSOCIATION, Plaintiff(s) from PHILLIP C. BROWN, KELLY A. BROWN, , Defendant(s):

(4) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

(5) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

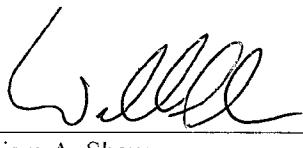
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$14,498.12
INTEREST: \$from 5/13/06 through 7/31/06 at
\$3.5844 per diem
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 5/25/2006

PAID: \$125.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 25th day
of May A.D. 2006
At 3:00 A.M./P.M.

Charles A. Henkins

Sheriff by Cynthia Butler, Deputy Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,	)	CIVIL DIVISION
	)	No. 06-380-CD
Plaintiff,)	
vs.)	
PHILLIP C. BROWN and KELLY A. BROWN a/k/a KELLY A. BARONE,)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

ALL those two certain pieces or lots of land situate and lying in the John W. Alexander Addition to the Village of Madera, Bigler Township, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

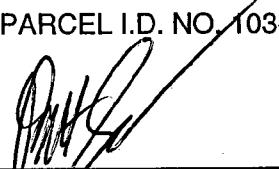
BEGINNING on Spruce Street at corner of Lots Nos. 40 and 41; thence along said lots north (on division line) one hundred fifty (150) feet to alley; thence along said alley in a westerly direction one hundred (100) feet to Second Street; thence along said street south one hundred fifty (150) feet to corner of Lot 42 on Spruce Street; thence along Spruce Street east one hundred (100) feet to corner of Lots Nos. 40 and 41, and the place of beginning, and known in the plot of lots in the John W. Alexander Addition to the Village of Madera as Lots No. 41 and 42 respectively.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

HAVING ERECTED THEREON a dwelling known as 2nd and Spruce Streets, Madera, Pennsylvania 16661.

BEING the same premises conveyed to Phillip C. Brown, single, and Kelly Barone, single, from Julia Nowak, Attorney in Fact for Fredora Mariani, widow, by Deed dated May 28, 1997, said Deed being recorded at Clearfield County May 30, 1997 in Deed Book Volume 1845, Page 340.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 103-K14-486-36.


Brett A. Solomon, Esquire

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME PHILLIP C. BROWN NO. 06-380-CD

NOW, January 13, 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 Phillip C. Brown And Kelly A. Brown A/K/A Kelly A Barone to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$5,923.38 and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

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

CHESTER A. HAWKINS, Sheriff

TUCKER ARENSBERG
AttorneysMichael C. Mazack 412-594-5506
mmazack@tuckerlaw.com

July 31, 2006

VIA FACSIMILE AT (814) 765-5915

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

Re: PNC Bank, National Association v. Phillip and Kelly Brown
Case No. 06-380-CD

Dear Cindy:

Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. Pursuant to our conversation, this letter shall serve to memorialize our request to postpone the sheriff sale that is currently scheduled for August 4, 2006 to the October 6, 2006 sale date.

Please announce this postponement at the time of the August 4, 2006 sale.

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

Very truly yours,

TUCKER ARENSBERG, P.C.



Michael C. Mazack, Paralegal

/mcm

BF 280316



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

October 3, 2006

VIA FACSIMILE AT (814) 765-5915

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

Re: PNC Bank, National Association v. Phillip and Kelly Brown
Case No. 06-380-CD

Dear Cindy:

Our office represents PNC Bank, National Association, the plaintiff in the above captioned matter. This letter shall serve to memorialize our request to stay the sheriff sale that is currently scheduled for the October 6, 2006 sale date.

Our client has realized \$5,923.38 in relation to this writ.

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

Very truly yours,

TUCKER ARENSBERG, P.C.

A handwritten signature in black ink, appearing to read "MC Mazack".

Michael C. Mazack, Paralegal

/mcm

BF 284865