

06-760-CD
National City Bank vs John Bennett et al

2006-760-CD
National City et al vs John Bennett et al

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

No. 2006-760-CJ

vs.

COMPLAINT IN MORTGAGE
FORECLOSURE

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTEIN, ESQ.
PA ID#86470
Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

CERTIFICATE OF ADDRESS:

RR 1 BOX 18
LAWRENCE TOWNSHIP
PARCEL NO. 123.0-K07-259-011.1

FILED
MAY 15 2006
by 10:30 AM
William A. Shaw
Prothonotary/Clerk of Courts
2 ENCL TO SHAW

BERNSTEIN FILE NO. F0063387

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff, CIVIL ACTION NO.

vs.

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

NOTICE TO DEFEND

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 upon you, 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, 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.

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. National City Bank of Pennsylvania, successor in interest to Integra Mortgage Company, is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio 45342 and is hereinafter referred to as "Plaintiff".
2. Defendants are adult individuals who reside at 164 Good Street, Clearfield, CLEARFIELD County, Pennsylvania 16830.
3. On or about July 7, 1995 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1687, Page 289. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto along with any subsequent modifications made by the defendants, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.
6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about March 23, 2006 Notice of Homeowner's Emergency Act of 1983 was sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA. Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notice Further advised Defendants of Defendants' rights and obligations in accordance with said Acts. A copy of said notices are attached hereto marked Exhibit "3" and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$25,760.72.

9. Plaintiff is entitled to interest at the rate of 7.625% percent per annum. Interest due from August 1, 2005 through and including May 5, 2006 amounts to \$1,517.88.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently unliquidated.

11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$94.32 as of May 5, 2006.

12. By the terms of the aforementioned mortgage, Plaintiff is entitled to collect its reasonable attorneys' fees, which currently are \$1,200.00 and which will increase at the rate of \$150.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$28,572.92 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By: 

Lori A. Gibson, Esquire
Deborah R. Erbstein, Esquire
Attorneys for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

BERNSTEIN FILE NO. F0063387

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 7, 1995
The mortgagor is JOHN L BENNETT AND KELLY S SAWYER

("Borrower"). This Security Instrument is given to Integra Mortgage Company

which is organized and existing under the laws of Commonwealth of Pennsylvania
and whose address is 116 Allegheny Center Mall Pittsburgh, PA 15212-5356
("Lender"). Borrower owes Lender the principal sum of
Twenty Nine Thousand Six Hundred and 00/100 Dollars (U.S.\$ 29,600.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on August 01 2025. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph
7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to
Lender the following described property located in LAWRENCE County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of RD#1 BOX 18
Pennsylvania 16830 ("Property Address");
[Zip Code] CLEARFIELD [Street, City].
PENNSYLVANIA-Single Family-FNMA/FHLMAC UNIFORM INSTRUMENT
Form 3409 5/98 Amended 5/91

Rec: 7/7/95

EVIDENCE
EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be

required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) [specify]

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

James A. Naddeo

John L. Bennett
 JOHN L BENNETT
 (Seal)
 -Borrower

Kelly S. Sawyer
 KELLY S SAWYER
 (Seal)
 -Borrower

(Seal) -Borrower

(Seal) -Borrower

Certificate of Residence

I, James A. Naddeo, Esquire, do hereby certify that the correct address
 of the within-named Mortgagor is Edgewood Apartments, No. F5, Clearfield, PA 16830
 Witness my hand this 7th day of July 1995
James A. Naddeo Agent of Mortgagor

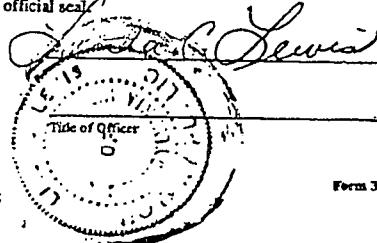
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
 On this, the 7th day of July 1995, before me, the undersigned officer, personally appeared JOHN L. BENNETT and KELLY S. SAWYER

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

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

My Commission Expires:

NOTARIAL SEAL
 LINDA C. LEWIS, Notary Public
 Clearfield Boro, Clearfield County, Pa.
 My Commission Expires July 25, 1975



Page 6 of 6

Form 3039 9/94

ALL that certain parcel of land situate in Kerr Addition in the Township of Lawrence, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

On the north by an alley; on the east by an alley; on the south by Lot No. 73 and on the west by Good Street and being known as Lot No. 72 in the plan of Lots of Kerr Addition recorded at Clearfield in Miscellaneous Book No. 9, Page 601. Fronting fifty (50) feet on Good Street and extending in an easterly direction between parallel lines one hundred fifty (150) feet to an alley. Having thereon erected a one and one-half story frame dwelling house known as the Methodist Parsonage.

BEING the same premises which vested in John L. Bennett and Kelly S. Sawyer, the Mortgagors herein, by Deed dated June 30, 1995, and recorded in the Clearfield County Recorder's Office in Deed Book Volume 1687, at Page 285.

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



Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
F 11 DEED OF RECORD
TIME 2:41 pm 7-7-95
BY James Nadelo
PEES 18.00
Karen L. Starck, Recorder

Entered of Record 7-7 1995 2:41 pm Karen L. Starck, Recorder

01439752
NOTE

July 7,

, 19

RD#1 BOX 18

Clearfield

[City]

Pennsylvania

[State]

CLEARFIELD

PA 16830

[Property Address]

1. BORROWER'S PROMISE TO PAY

I return for a loan that I have received, I promise to pay U.S. \$ 29,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Integra Mortgage Company. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.6250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note, and is the amount I will pay on default arrearages in the event I file for bankruptcy.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on September 01, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on August 01, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 116 Allegheny Center Mall Pittsburgh, Pennsylvania 15212-5356 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 209.51

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

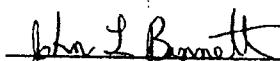
10. UNIFORM SECURED NOTE

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

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

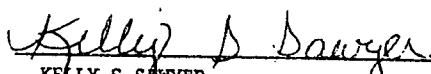
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums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

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



JOHN L BENNETT (Seal)
179-52-8621
-Borrower

SSN:



KELLY S SAWYER (Seal)
207-54-7381
-Borrower

SSN:

(Seal)
-Borrower

SSN:

(Seal)
-Borrower

SSN:

(Sign Original Only)

National City. Mortgage Co.

National City Mortgage Co.
A Subsidiary of National City Bank of Indiana
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone: (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

March 23, 2006

Kelly S Bennett
164 Good St.
Clearfield PA 16830

Loan No. 850767-9
Current Servicer: National City Mortgage Co.

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

NATURE OF THE DEFAULT-- The MORTGAGE debt held by the above lender on your property located at:

Rr 1 Box 18
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)
09/01/2005 - 3/1/2006
and the following amount(s) are now past due:

Monthly Payments	1,905.29
Corporate Fees	100.00
Late Charges	8.72
Non-Sufficient Funds	.00
Other Fees	.00
Less Suspense Balance	.00-
Total Due	2,014.01

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30) days of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2,014.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check, cash or money order made payable and sent to:

National City Mortgage Co.
Attn: Customer Counseling Department
3232 Newmark Dr.
Miamisburg, OH 45342

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

National City.
Mortgage Co.

National City Mortgage Co.
A Subsidiary of National City Bank of Indiana
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone: (937) 910-1200

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National City Mortgage Co.
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3232 Newmark Dr.
Miamisburg, OH 45342

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

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 Counseling Agencies serving your County are included with 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 EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS.

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

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

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

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

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

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

AGENCY ACTION – Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT** (see page 1) – 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 mortgage property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR(4) 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: National City Mortgage

Address: 3232 Newmark Dr. Miamisburg OH 45342

Phone Number: 1-800-523-8654 Fax Number: (937) 910-4057

Contact Person: COLLECTIONS DEPT.

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 furnishing and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE – You may or may not be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. For additional information please contact the Collection Dept.

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 BE-HALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DE-FAULT 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 DEFAULT IN ANY FORECLOSURE PRO-CEEDING 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.

APPENDIX C
PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

(Rev. 6/99)

DAMS COUNTY merican Red Cross— ianover Chapter 29 Carlisle Street ianover, Pennsylvania 17331 (717) 637-3768 AX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783. 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCS of Western PA 000 Linglestown Road arlington PA 17102 (717) 541-1757 AX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 905 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	BUCKS COUNTY Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 1 West 3rd Street aynesboro, PA 17268 (717) 762-3285	BEAVER COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
ams County Housing Authority 19-143 Carlisle St ettsburg PA 17325 17) 334-1518 X (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	BLAIR COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
LEGHENY COUNTY Pennsylvania Housing Finance ency ardia Hess) 75 Swallow Hill road, Bldg 200 burgh, PA 15220 (2) 429-2842 X (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Budget Counselors of PA 1 Wood Street, Suite 906 burgh, PA 15222 (2) 338-9954 or 1(800) 737-2933 X (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9952 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
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CS of Western Pennsylvania, Inc. Smithfield Street burgh, PA 15222 (2) 471-7584	BEDFORD COUNTY Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
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CCCS of Delaware Valley
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755 York Rd, Suite 103
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Shenango Valley Urban League, Inc.
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CCCS of Western Pennsylvania, Inc.
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PA 16365 6-2400 4) 723-0510	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144
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Western Pennsylvania, Inc. Gate Square en Center Drive urg, PA 15601	CCCS of Western Pennsylvania, Inc. 199 Edison Street Uniontown PA 15401 (724) 439-8939	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332
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Opportunities, Inc enth Street ort, PA 15132 4-1590 1) 664-0873	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-996	YORK COUNTY American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294
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Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	GREENE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	FOREST COUNTY Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 725-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	FRANKLIN COUNTY Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
DAUPHIN COUNTY CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	HUNTINGDON COUNTY Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	ELK COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
DELAWARE COUNTY Com Housing Corporation 146 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	INDIANA COUNTY CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 1001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
ACE 67 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 102 S. Jackson Street Media, PA 19063 (215) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	FULTON COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	JEFFERSON COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 ennett Square PA 19348 (215) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

WESTERN PENNSYLVANIA, INC.
Plank Road
PA 16602
4-8100
(412) 944-5747

INFORMATION OFFICE
in Street
ion, PA 16652
3-2343

IANNA COUNTY
Northeastern Pennsylvania
Market Street
1127
Tire, PA 18702
1-837 OR 1-800-922-9537
(570) 821-1785

ington Executive Park, Suite 1
Abington, PA 18411
58163 or 800-922-9537
(570) 587-9134/9135

ER COUNTY
ly Housing Counselors,
ted
244
quare, PA 19348
-3682
(570) 444-3178

Lehigh Valley
Crescent Court East
PA 18052
4011 1-800-220-2733
14) ONLY
821-8932

WESTERN PENNSYLVANIA, INC.
George Street
17403
4176

COMMUNITY SERVICES, INC.
ing Street
PA 17602
5182 OR 1-800-788-5062
399-4127

DE COUNTY
Western Pennsylvania
Plaza-Suite 406
Street
PA 16101
8074

nut Street, Suite 227
PA 16335
8570

Valley Urban League, Inc.

ia Avenue
16121
5310

pportunities of Beaver
ration St., Suite 207
15009
7202
728-7202

COUNTY
Opportunity Cabinet of
County
Centre Street
PA 17901
1995
622-0429

COMMUNITY SERVICES, INC.
3 Street
PA 17602
5182 OR 1-800-788-5062
399-4127

MERCER COUNTY
Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310

LEHIGH COUNTY
CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
(570) & (814) ONLY
FAX (610) 821-8932
Economic Opport Cabinet of
Schuylkill Co
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

LUZERNE COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park
Suite 1
Clarks Summit, PA 18411
(570) 587-8163 or 800-922-9537
FAX (570) 587-9134/9135

Comm. on Econ Opportunity of
Luzerne County
163 Amber Lane
Wilkes-Barre, Pennsylvania 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665—CALL BEFORE
FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

EOC of Schuylkill County
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

LYCOMING COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park
Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

201 Basin Street
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

Lycoming-Clinton Counties
Commission For Community Action
(STEP)
2138 Lincoln Street
P.O. Box 1328
Williamsport, PA 17703
(570) 326-0587
FAX (570) 322-2197

MCKEAN COUNTY
John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
FAX (814) 898-1243

Northern Tier Community Action Corp
P.O. Box 389
135 W. 4th Street
Emporium, PA 15834
(814) 486-1161
FAX (814) 486-0825

MERCER COUNTY
Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310

CCCS OF WESTERN PENNSYLVANIA, INC.
YMCA Building
339 North Washington Street
Butler, PA 16001
(724) 282-7812

MIFFLIN COUNTY
CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

Weatherization Office
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343

CCCS of Northeastern PA
1631 S Atherton St
Suite 100
State College PA 16801
(814) 238-3668
FAX (814) 238-3669

MONROE COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park
Suite 1
Clarks Summit PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135
9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

Comm on Econ Opp of Luzerne
County
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665—CALL BEFORE
FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

MONTGOMERY COUNTY
Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
FAX (215) 765-1427

Northwest Counseling Service
5001 N. Broad Street
Philadelphia, PA 19141
(215) 324-7500
FAX (215) 324-8753

CCCS of Delaware Valley
Norristown Business Center
190 W. Germaniaw Pike, Suite 140
Norristown PA 19401
(215) 563-5665

Community Action Development
Comm
701 DeKalb Street
Norristown, PA 19401
(610) 277-5363
FAX (610) 277-2123

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 854-2666

Community Housing Counselors Inc
P.O. Box 244
Kennett Square, PA 19348
(215) 444-3682
FAX (215) 444-8243

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846

Phila Council For Community
Advmnt
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 557-7803
FAX (215) 963-9941

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741

144 E. Dekalb Pike
King of Prussia PA 19405
(610) 971-2210
FAX (610) 265-4814

755 York Rd., Suite 103
Warminster PA 18974
(215) 444-9429
FAX (215) 956-6344

MONTOUR COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

NORTHAMPTON COUNTY
CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
(717) & (814) ONLY
FAX (610) 821-8932

NORTHUMBERLAND COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park
Suite 1
Clarks Summit, PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

201 Basin Street
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

Economic Opportunity Cabinet of
Schuylkill County
225 North Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

PERRY COUNTY
CCCS of Western Pennsylvania, Inc.
2000 Linglestown Road
Harrisburg, PA 17102
(717) 541-1757
FAX (717) 541-4670

Financial Counseling Services of
Franklin
31 West 3rd Street
Waynesboro, PA 17268
(717) 762-3285

Urban League of Metropolitan
Harrisburg
2107 N. 5th Street
Harrisburg, PA 17101
(717) 234-5925
FAX (717) 234-9459

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his\her knowledge, information and belief.



Laura Cauper

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101533
NO: 06-760-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA, Successor in interest to
INTEGRA MORTGAGE COMPANY

vs.

DEFENDANT: JOHN L. BENNETT AND KELLY S. SAWYER

SHERIFF RETURN

NOW, May 18, 2006 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN L. BENNETT DEFENDANT AT 164 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN L. BENNETT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED
03:03 PM
MAY 24 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101533
NO: 06-760-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA, Successor in interest to
INTEGRA MORTGAGE COMPANY

VS.

DEFENDANT: JOHN L. BENNETT AND KELLY S. SAWYER

SHERIFF RETURN

NOW, May 18, 2006 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
KELLY S. SAWYER DEFENDANT AT 164 GOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY
HANDING TO JOHN BENNETT, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101533
NO: 06-760-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA, Successor in interest to
INTEGRA MORTGAGE COMPANY

vs.

DEFENDANT: JOHN L. BENNETT AND KELLY S. SAWYER

SHERIFF RETURN

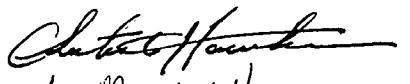
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	36521	20.00
SHERIFF HAWKINS	BERNSTEIN	36521	26.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2006



Chester A. Hawkins
Sheriff

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

No. GD 2006-760-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA ID#86470
ROBERT S. BERNSTEIN, ESQUIRE
PA ID#34308

Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0063387

NOTICE

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED Atty ad.20.00
M 11/03/06 Notice to Defs.
AUG 21 2006 Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts J
©

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

Vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendants above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$30,079.52, plus continuing interest at the rate of 7.625 % per annum, late charges and escrow and corporate advances on the declining balance computed as follows:

Amount claimed in Complaint	\$28,572.92
Interest from 5/6/06 to 7/31/06 @ 7.625 on \$25,760.72	\$ 475.02
Late charges from 5/6/06 to 7/31/06 @ 5% of \$209.51	\$ 31.44
Escrow and Corporate Advances to 7/31/06	\$ 1,000.14
 TOTAL	\$30,079.52

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

BERNSTEIN LAW FIRM, P.C.

By: 

Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219
Defendants: 164 Good Street, Clearfield, PA 16830

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

IMPORTANT NOTICE

TO: John L Bennett
164 Good Street
Clearfield PA 16830

Date of Notice: July 24, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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, 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:

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

IMPORTANT NOTICE

TO: Kelly S Bennett
164 Good Street
Clearfield PA 16830

Date of Notice: July 24, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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, 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:

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Lori A. Gibson, Esquire
Lori A. Gibson
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Department of Defense Manpower Data Center

JUL-26-2006 06:19:54



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BENNETT	John L		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Robert J. Brandewie, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: BYOUFQFFDOU

Department of Defense Manpower Data Center

JUL-26-2006 06:20:28



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BENNETT	Kelly S		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Robert J. Brandewie, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167;#167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

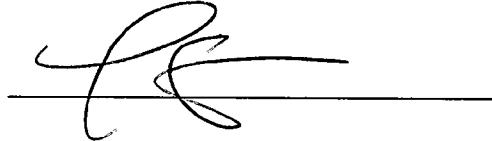
WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:BYNHLLJETWG

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "J. R. B.", is written over a horizontal line.

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

 COPY

Plaintiff,

Vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 8/21/06.

Assumpsit Judgment in the amount
of \$30,079.52 plus costs.

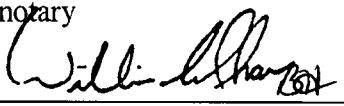
Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By:


PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

 COPY

Plaintiff,

Vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
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Assumpsit Judgment in the amount
of \$30,079.52 plus costs.

Trespass Judgment in the amount
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If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

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

National City Bank of Pennsylvania
Integra Mortgage Company
Plaintiff(s)

No.: 2006-00760-CD

Real Debt: \$30,079.52

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John L. Bennett
Kelly S. Sawyer
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 21, 2006

Expires: August 21, 2011

Certified from the record this 21st day of August, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff, Civil Action No. GD 2006-760-CD

vs.

PRAECIPE FOR WRIT
OF EXECUTION IN
MORTGAGE FORECLOSURE

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA I.D. #86470
ROBERT. S. BERNSTEIN, ESQ.
PA I.D. #34308
Bernstein Law Firm P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100
BERNSTEIN FILE NO. F0063387

CERTIFICATE OF ADDRESS:
RR 1 BOX 18
n/k/a 164 GOOD STREET
CLEARFIELD, PA 16830
LAWRENCE TOWNSHIP
PARCEL NO. 123.0-K07-259-011.1

Atty pd-20.00
FILED
11:03 AM *ccarlowitz w/*
AUG 21 2006 *prop. descr. to*
Shff

William A. Shaw
Prothonotary/Clerk of Courts
(60)

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against JOHN L. BENNETT AND KELLY S. SAWYER, Defendants:
3. JUDGMENT \$30,079.52

Interest from 8/1/2006 to 11/30/2006: \$ 666.12
@ \$5.46 Per diem

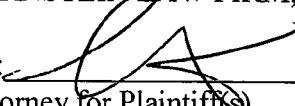
Late charges 8/1/2006 to 11/30/2006: \$ 41.92
@ \$10.48 per month

Escrow Advances \$ 564.28

SUBTOTAL: \$31,351.84

Costs (to be added by Prothonotary): \$ 125.00 **Prothonotary costs**

BERNSTEIN LAW FIRM, P.C.

By: 

Attorney for Plaintiff(s)

2200 Gulf Tower

Pittsburgh, PA 15219

BERNSTEIN FILE NO. F0063387

Date: 8-8-06

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

Civil Action No. GD 2006-760-CD
AFFIDAVIT OF COMPLIANCE
WITH ACT 91

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTein, ESQUIRE
PA I.D. #86470
ROBERT. S. BERNSTEIN, ESQ.
PA I.D. #34308

Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0063387

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

VS.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

AFFIDAVIT OF COMPLIANCE WITH ACT 91

COMMONWEALTH OF PENNSYLVANIA)
(SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, personally appeared W.R. A. Gibson, Esquire,
who, being duly sworn according to law, deposes and says that:

1. She is the attorney for the Plaintiff:
2. That we have complied with the terms of House Bill 500 which requires the sending of Act 91 Notices.

Sworn to and subscribed
before me this 16th day
of August, 2006

Barney Altman
Notary Public

Member, Pennsylvania Association of Notaries

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD
AFFIDAVIT PURSUANT
TO RULE 3129.1

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
DEBORAH R. ERBSTEIN, ESQUIRE
PA I.D. #86470
ROBERT. S. BERNSTEIN, ESQ.
PA I.D. #34308

Bernstein Law Firm, P.C.
Firm #718
2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0063387

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in interest
to INTEGRA MORTGAGE COMPANY,

Plaintiff,
vs. Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND KELLY S. SAWYER,

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

National City Bank Of Pennsylvania, successor in interest to Integra Mortgage Company, Plaintiff, in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RR 1 Box 18 n/k/a 164 Good Street, Clearfield, PA 16830 (see Deed description attached):

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

JOHN L. BENNETT AND KELLY S. SAWYER,
164 Good Street, Clearfield, PA 16830

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

JOHN L. BENNETT AND KELLY S. SAWYER,
164 Good Street, Clearfield, PA 16830

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

NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY c/o Bernstein Law Firm, P.C.
2200 Gulf Tower, Pittsburgh, PA 15219

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

NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY c/o Bernstein Law Firm, P.C.
2200 Gulf Tower, Pittsburgh, PA 15219

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:

UNKNOWN

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:

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

Lawrence Township
P.O. Box 508
Clearfield, PA 16830

Lawrence Township Tax Collector
105 Fulton Street
Clearfield, PA 16830

Clearfield Area School District
Administrative Office
P. O. Box 170, 438 River Street
Clearfield, PA 16830

Clearfield Municipal Authority
107 E. Market Street
Clearfield, PA 16830

Clearfield County Domestic Relations
Courthouse, One North 2nd Street
Clearfield, PA 16830

Pennsylvania Department of Revenue
Inheritance Tax Division, Bureau of Individual Taxes
Dept 280601
Harrisburg, PA 17128-0601

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.

8-8-06

Date


Attorney for Plaintiff

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

DEED DESCRIPTION

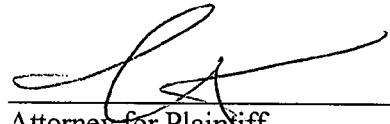
ALL the right, title, interest and claim of John L. Bennett And Kelly S. Sawyer, of, in and to

ALL that certain parcel of land situate in Kerr Addition in the Township of Lawrence, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

On the North by an alley; on the East by an alley; on the South by Lot No. 73, on the West by Good Street and being known as Lot No. 72 in the plan of Lots of Kerr Addition recorded at Clearfield in Miscellaneous Book No. 9, Page 601. Fronting fifty (50) feet on Good Street and extending in an easterly direction between parallel lines one hundred fifty (150) feet to an alley. Having thereon erected a one and one-half story frame dwelling house known as the Methodist Parsonage.

BEING the same premises which Violet M. Margeson, single, by her deed dated June 30, 1995 and recorded July 7, 1995 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1687, Page 285 granted and conveyed to John L. Bennett And Kelly S. Sawyer, as Tenants in Common.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. GD 2006-760-CD, seized and taken in execution as the property of JOHN L. BENNETT AND KELLY S. SAWYER, at the suit of NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY.



Attorney for Plaintiff

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

National City Bank of Pennsylvania, successor in interest
to Integra Mortgage Company

Vs.

NO.: 2006-00760-CD

John L. Bennett and Kelly S. Sawyer

CC. ✓

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY, Plaintiff(s) from JOHN L. BENNETT and KELLY S. SAWYER, Defendant(s):

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

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....	\$30,079.52	PROTHONOTARY'S COSTS PAID:.....	\$125.00
INTEREST from 8/1/2006 to 11/30/2006		SHERIFF: \$	
@ \$5.46 per diem:.....	\$666.12	LATE CHARGES 8/1/2006 to 11/30/2006	
ESCROW ADVANCES:.....	\$564.28	@ \$10.48 per month:.....	\$41.92
ATTY'S COMM: \$		OTHER COSTS: \$	
DATE: 08/21/2006			



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Lori A. Gibson, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Sheriff

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

DEED DESCRIPTION

ALL the right, title, interest and claim of John L. Bennett And Kelly S. Sawyer, of, in and to

ALL that certain parcel of land situate in Kerr Addition in the Township of Lawrence, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

On the North by an alley; on the East by an alley; on the South by Lot No. 73, on the West by Good Street and being known as Lot No. 72 in the plan of Lots of Kerr Addition recorded at Clearfield in Miscellaneous Book No. 9, Page 601. Fronting fifty (50) feet on Good Street and extending in an easterly direction between parallel lines one hundred fifty (150) feet to an alley. Having thereon erected a one and one-half story frame dwelling house known as the Methodist Parsonage.

BEING the same premises which Violet M. Margeson, single, by her deed dated June 30, 1995 and recorded July 7, 1995 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1687, Page 285 granted and conveyed to John L. Bennett And Kelly S. Sawyer, as Tenants in Common.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. GD 2006-760-CD, seized and taken in execution as the property of JOHN L. BENNETT AND KELLY S. SAWYER, at the suit of NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY.



Attorney for Plaintiff

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

Civil Action No. GD 2006-760-CD

vs.

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants,

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

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
DEBORAH R. ERBSTein, ESQUIRE
PA ID#86470

Bernstein Law Firm, P.C.
Firm #718
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
412-456-8100

BERNSTEIN FILE NO. F0063387

FILED *No CC*
OCT 25 2006
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

CIVIL ACTION NO. GD 2006-760-CD

vs.

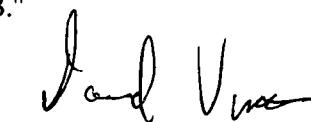
JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants,

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

The undersigned, subject to the penalties of 18 Pa.C. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed copies of the Notice of Sale in the above-captioned matter by Certified Mail to the Defendants, on SEPTEMBER 12, 2006 and received by the Defendants on SEPTEMBER 14, 2006 which was returned by the Post Office as evidenced by the Certified Mail Receipt attached hereto as Exhibit "A."

The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale to Lien Creditors in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) on SEPTEMBER 12, 2006 attached hereto as Exhibit "B."



David Vucenich, Legal Assistant

U.S. Postal Service **FO063387**
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark Here

JOHN L. BENNETT
164 Good Street
Clearfield, PA 16830

Sent To

KELLY S. SAWYER
164 Good Street
Clearfield, PA 16830

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service **FO063387**
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark Here

KELLY S. SAWYER
164 Good Street
Clearfield, PA 16830

Sent To

JOHN L. BENNETT
164 Good Street
Clearfield, PA 16830

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

FO063387

COMPLETE THIS SECTION ON DELIVERY

JOHN L. BENNETT
164 Good Street
Clearfield, PA 16830

1. Article Addressed to:

JOHN L. BENNETT
164 Good Street
Clearfield, PA 16830

2. Article Number **7005 1820 0004 7434 6106**

3. Service Type

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

4. Restricted Delivery? (Extra Fee) **Yes** **No**

A. Signature **John L. Bennett**

B. Received by (Printed Name) **John L. Bennett**

C. Date of Delivery **9-14-06**

D. Is delivery address different from item 1? **Yes** **No**

If YES, enter delivery address below:

PS Form 3811, February 2004 **Domestic Return Receipt**

PS Form 3811, February 2004 **Domestic Return Receipt**

102595-02-M-1540

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20423

NO: 06-760-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA, SUCCESSOR IN INTERST TO INTEGRA MAORTGAGE
COMPANY
vs.
DEFENDANT: JOHN L. BENNETT AND KELLY S. SAWYER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/21/2006

LEVY TAKEN 09/14/2006 @ 8:42 AM

POSTED 09/14/2006 @ 8:40 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 05/18/2007

DATE DEED FILED

PROPERTY ADDRESS RR #1, BOX 18 N/K/A 164 GOOD STREET CLEARFIELD , PA 16830

FILED
09/18/2007
MAY 18 2007
Wm

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

09/14/2006 @ 8:42 AM SERVED JOHN L. BENNETT

SERVED JOHN L. BENNETT, DEFENDANT, AT HIS RESIDENCE 164 GOOD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO KELLY S. SAWYER, GIRLFRIEND/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.

09/14/2006 @ 8:42 AM SERVED KELLY S. SAWYER

SERVED KELLY S. SAWYER, DEFENDANT, AT HER RESIDNECE 164 GOOD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO KELLY S. SAWYER

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, NOVEMBER 1, 2006 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 3, 2006 TO
FEBRUARY 2, 2007.

@ SERVED

NOW, JANUARY 29, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE WRIT OF EXECUTION DUE TO A
BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20423

NO: 06-760-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA, SUCCESSOR IN INTERST TO INTEGRA MAORTGAGE COMPANY

vs.

DEFENDANT: JOHN L. BENNETT AND KELLY S. SAWYER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$194.85

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Cynthia Butler, Deputy Sheriff
Chester A. Hawkins
Sheriff

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

National City Bank of Pennsylvania, successor in interest
to Integra Mortgage Company

Vs.

NO.: 2006-00760-CD

John L. Bennett and Kelly S. Sawyer

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY, Plaintiff(s) from JOHN L. BENNETT and KELLY S. SAWYER, Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....	\$30,079.52	PROTHONOTARY'S COSTS PAID:.....	\$125.00
INTEREST from 8/1/2006 to 11/30/2006		SHERIFF: \$	
@ \$5.46 per diem:.....	\$666.12	LATE CHARGES 8/1/2006 to 11/30/2006	
ESCROW ADVANCES:.....	\$564.28	@ \$10.48 per month:.....	\$41.92
ATTY'S COMM: \$		OTHER COSTS: \$	
DATE: 08/21/2006			



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 21st day
of August A.D. 2006
At 2:30 A.M./P.M.

Requesting Party: Lori A. Gibson, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Chesler A. Hauseis
Sheriff by Cynthia Button-Aylenbaugh

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

NATIONAL CITY BANK OF
PENNSYLVANIA, successor in
interest to INTEGRA MORTGAGE
COMPANY,

Plaintiff,

vs.

Civil Action No. GD 2006-760-CD

JOHN L. BENNETT AND
KELLY S. SAWYER,

Defendants.

DEED DESCRIPTION

ALL the right, title, interest and claim of John L. Bennett And Kelly S. Sawyer, of, in and to

ALL that certain parcel of land situate in Kerr Addition in the Township of Lawrence, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows:

On the North by an alley; on the East by an alley; on the South by Lot No. 73, on the West by Good Street and being known as Lot No. 72 in the plan of Lots of Kerr Addition recorded at Clearfield in Miscellaneous Book No. 9, Page 601. Fronting fifty (50) feet on Good Street and extending in an easterly direction between parallel lines one hundred fifty (150) feet to an alley. Having thereon erected a one and one-half story frame dwelling house known as the Methodist Parsonage.

BEING the same premises which Violet M. Margeson, single, by her deed dated June 30, 1995 and recorded July 7, 1995 in the office of the CLEARFIELD County Recorder of Deeds in Deed Book Volume 1687, Page 285 granted and conveyed to John L. Bennett And Kelly S. Sawyer, as Tenants in Common.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. GD 2006-760-CD, seized and taken in execution as the property of JOHN L. BENNETT AND KELLY S. SAWYER, at the suit of NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to INTEGRA MORTGAGE COMPANY.



Attorney for Plaintiff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN L. BENNETT

NO. 06-760-CD

NOW, May 18, 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 , I exposed the within described real estate of John L. Bennett And Kelly S. Sawyer 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 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.85
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$194.85

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	30,079.52
INTEREST @ 5.4600	(3,999,581.0
FROM 08/01/2006 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	41.92
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	564.28
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	(\$3,968,855.32)
COSTS:	
ADVERTISING	246.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	194.85
LEGAL JOURNAL COSTS	108.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	80.00
TOTAL COSTS	\$954.43

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

JOSEPH J. BERNSTEIN (PA, FL)
 ROBERT S. BERNSTEIN (PA, FL, WV, NY)
 NICHOLAS D. KRAWEC (PA, NC, OH)
 LORI A. GIBSON (PA)
 KIRK B. BURKLEY (PA)



MARLENE J. BERNSTEIN (PA, FL)
 CHARLES E. BOBINIS (PA, WV)
 DEBORAH R. ERBSTEIN (PA)
 CHRISTOPHER M. BOBACK (PA)
 PETER J. ASHCROFT (PA)
 TRICIA DAVIS (PA)
 SCOTT E. SCHUSTER (PA)
 (STATES OF ADMISSION)

STE. 2200 GULF TOWER, 707 GRANT ST., PITTSBURGH, PENNSYLVANIA 15218-1900 400-927-3197 412-456-8100 FAX 412-456-8136
WWW.BERNSTEINLAW.COM
 MAIL@BERNSTEINLAW.COM

FAX = 814-765-5915

Attn: Cindy
 Clearfield County Sheriff
 Market Street
 Clearfield, PA 16830

November 1, 2006

Re: National City Mortgage
 Vs: John L. Bennett
DOCKET NO. GD 2006-760-CD
Sale 11/3/2006
BERNSTEIN FILE NO. F0063387

Dear Sheriff:

Kindly postpone the sheriff sale to the regularly scheduled **February 2, 2007**. Please Announce the new date and time to any bidders assembled for the November 3, 2006. Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this case, David Vucenich 412-456-8131.

BERNSTEIN LAW FIRM, P.C.

cc Linda Lewis, Esquire
 Fax 814-765-8142

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
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(STATES OF ADMISSION)

STE. 2200 GULF TOWER, 707 GRANT ST., PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3157 412-456-8100 FAX 412-456-8136
www.bernsteinlaw.com MAIL@BERNSTEINLAW.COM

January 29, 2007

Clearfield County Sheriff
Market Street
Clearfield, PA 16830
Attn: Real Estate

VIA FACSIMILE #814-765-5915

Re: National City Mortgage
Vs: John L Bennett
DOCKET NO. GD 2006-760-CD
BERNSTEIN FILE NO. F0063387

Dear Sheriff:

Kindly stay the Writ of Execution due to a pending Chapter 13 bankruptcy. NO FUNDS have been realized. Please refund any unused costs. Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this case, Cheryl A. Bauer at (412) 456-8111.

BERNSTEIN LAW FIRM, P.C.

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

GARY LEE SMITH,) NO. 07 - 760 - C.D.
Plaintiff,)
v.) IN DIVORCE
VICTORIA LYNN SMITH,)
Defendant.)
) Type of Pleading:
) STIPULATION AND ORDER
) Filed On Behalf Of: PLAINTIFF
) Counsel of Record for This Party:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court I.D. No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois PA 15801
) (814) 371-2730

FILED

JUN 21 2007
073007W (GK)
William A. Shaw
Prothonotary/Clerk of Courts

3 CENTS TO ATTY

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

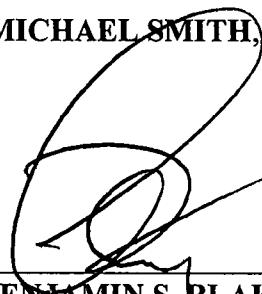
GARY LEE SMITH,) NO. 07 - 760 - C.D.
)
 Plaintiff,) IN DIVORCE
)
 v.)
)
 VICTORIA LYNN SMITH,)
)
 Defendant.)

STIPULATION AND ORDER

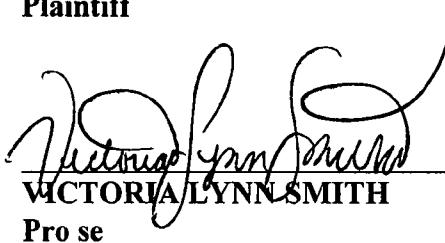
The parties hereby stipulate to the entry of the following Order regarding custody and support of the parties minor child namely, **DUSTIN MICHAEL SMITH**, date of birth August 18, 1996.



GARY LEE SMITH
Plaintiff



BENJAMIN S. BLAKLEY, III
Attorney for Plaintiff



VICTORIA LYNN SMITH
Pro se

ORDER

AND NOW, this 15 day of June, 2007, the parties having stipulated to the entry of an Order regarding custody and support of their minor child namely, **DUSTIN MICHAEL SMITH**, date of birth August 18, 1996, it is the ORDER of this Court that the

Plaintiff, **GARY LEE SMITH** and **VICTORIA LYNN SMITH**, shall have shared legal custody of said minor child. **VICTORIA LYNN SMITH** shall have primary physical custody of said minor child, subject to rights of secondary physical custody in **GARY LEE SMITH** as follows:

- a. Every other weekend commencing Friday at 6:00 p.m. and concluding Sunday at 6:00 p.m., commencing with the weekend following the parties' execution of this Agreement.
- b. One evening each week, commencing at 5:00 p.m. and concluding at 9:00 p.m., with **GARY LEE SMITH** to give **VICTORIA LYNN SMITH** a minimum of twenty-four (24) hours' advance notice as to which evening he wishes to exercise his rights of physical custody.
- c. Alternating holidays, commencing 9:00 a.m. and concluding at 9:00 p.m. For purposes of this paragraph, holidays shall include New Year's Day, Easter Sunday, Memorial Day, Independence Day, and Labor Day.
- d. Each Thanksgiving Day, birthday and adoption day (June 20th), physical custody is to be divided equally between the parties as the parties shall so agree.
- e. Each Christmas, commencing December 25th at noon and concluding December 26th at noon. Should **GARY LEE SMITH** have physical custody of the child on December 24th **VICTORIA LYNN SMITH** shall

have physical custody of the child commencing December 24th at noon and concluding on December 25th at noon.

- f. **GARY LEE SMITH** shall have physical custody of the child every Father's Day, and **VICTORIA LYNN SMITH** shall have physical custody of the child every Mother's Day, said periods of physical custody being superior to all other weekend periods of physical custody that the other parent may have scheduled.
- g. Each summer (June, July or August) and each winter (January through April) for a period of one week, commencing on Sunday at 8:00 a.m. and concluding on the following Sunday at 9:00 p.m., with **GARY LEE SMITH** to give **VICTORIA LYNN SMITH** a minimum of thirty (30) days' advance notice as to those weeks in which he wishes to exercise his rights of physical custody.
- h. Should the minor child be staying overnight in a location apart from the residence of the parent then having physical custody of the minor child, that parent having physical custody shall advise the other parent of the whereabouts of the minor child.
- i. Other such times and places as may be agreeable by the parties.

GARY LEE SMITH shall pay to **VICTORIA LYNN SMITH**, as support for the parties' minor child, the sum of **Nine Hundred and no/100 (\$900.00) Dollars** per month on the first day of each month, commencing with the month following the Court's entry of this Order

and to continue during the minority of the parties' minor child or until the minor child's graduation from high school, whichever shall occur last. Said payments shall continue for the aforesaid period on the first day of each month, with **GARY LEE SMITH** to make said payment directly to **VICTORIA LYNN SMITH** at an address to be provided by **VICTORIA LYNN SMITH**. The said child support as set forth herein shall be in arrears if not paid by the thirtieth (30th) day of the month in which the said support payment is due. The parties agree that neither party shall seek to increase or decrease the above amount of support unless either suffers a significant change in his or her income, said significant change to be defined as a ten (10%) percent deviation in either party's net income. If either party seeks to modify the above support Order within the twenty-four (24) month period without a significant change in his or her income as set forth herein, that party seeking to amend this Order shall be responsible for all attorney's fees and costs incurred by the other party in defending said modification attempt and shall pay to the other a penalty of **Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars** within ten (10) days of a petition to modify said support amount.

Either party may seek a modification in the aforesaid support Order at the conclusion of twenty-four (24) months from the date of the first support payment.

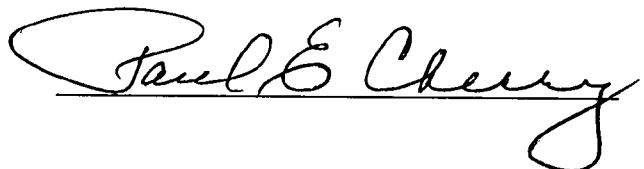
VICTORIA LYNN SMITH does waive spousal support.

IT IS THE FURTHER ORDER of this Court that **GARY LEE SMITH** shall maintain health and accident insurance coverage on the minor child for so long as the minor child shall be eligible for such coverage through the employment of **GARY LEE SMITH**, as the same may be available through his employment at little or no cost. Any uncovered medical expenses over two

hundred fifty (\$250.00) dollars shall be divided equally between the parties. For purposes of this paragraph, medical expenses shall include medical, prescription, dental, optical or orthodontia expenses.

IT IS THE FURTHER ORDER of this Court that **GARY LEE SMITH** shall be permitted to claim **DUSTIN MICHAEL SMITH** as a dependent for Federal, state and local income tax purposes during his minority and **VICTORIA LYNN SMITH** shall refrain from claiming said minor child as a dependent on her Federal, state or local income tax returns and shall execute all waivers or other documents necessary to permit **GARY LEE SMITH** to claim said child as a dependent as aforesaid.

BY THE COURT,

A handwritten signature in cursive ink, enclosed in a small oval. The signature reads "Paul E. Cherry".