

06-1109-CD  
Farmers Nat'l Bank vs Kenneth Caliari

2006-1109-CD  
Farmers National vs Kenneth Caliari et al

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: NO. 06-1109-CD  
:  
: TYPE OF PLEADING:  
: Complaint in Mortgage Foreclosure  
:  
: FILED ON BEHALF OF:  
: Farmers National Bank of Emlenton,  
: Plaintiff  
:  
:  
: COUNSEL OF RECORD:  
: Lynn, King & Schreffler, P.C.  
:  
:  
:  
: Scott W. Schreffler, Esq.  
: I.D. No. 50086  
:  
: 606 Main Street, Box 99  
: Emlenton, PA 16373  
: (724) 867-5921

*Aug pd. 85.00*  
**FILED**  
*JUL 12 2006 sec Shiff*  
*JUL 12 2006 ICC Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK : IN THE COURT OF COMMON PLEAS  
OF EMLENTON, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff, :  
VS. : CIVIL ACTION- LAW  
: /  
: NO.  
KENNETH C. CALIARI and CORA A. :  
CALIARI, husband and wife :  
Defendants. :

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.  
Scott W. Schreffler, Esquire  
I.D. No. 50086  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

FARMERS NATIONAL BANK OF EMLENTON,	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
VS.	:	CIVIL ACTION- LAW
	:	
	:	NO.
KENNETH C. CALIARI and CORA A.	:	
CALIARI, husband and wife	:	
Defendants.	:	

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes the Plaintiff, the Farmers National Bank of Emlenton, by and through its attorneys, Lynn, King & Schreffler, P.C., and files this Complaint in Mortgage Foreclosure, whereof the following is a statement:

1. The Plaintiff is Farmers National Bank of Emlenton (hereinafter referred to as "Plaintiff"), a national banking association organized and existing under and by virtue of the laws of the United States of America, having its principal office at 612 Main Street, Drawer D, Emlenton, Venango County, Pennsylvania 16373.
2. The Defendants, Kenneth C. Caliari and Cora A. Caliari, husband and wife, (hereinafter referred to as "Defendants"), are adult individuals whose last known address is 573 Parrish Road, DuBois, Pennsylvania 15801.
3. The Defendants are the owners of a certain parcel of property located in the Township of Houston, Clearfield County, Pennsylvania, as is more specifically described by deed dated the 14<sup>th</sup> day of May, 1999, and recorded in the Clearfield County Recorder's Office, Clearfield County, Instrument #199908772, under date of May 28, 1999, a true and correct copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference herein.
4. The Defendants are obligors to the Plaintiff, by virtue of certain promises and agreements made on the 9<sup>th</sup> day of May, 2005, in DuBois, County of Clearfield, Commonwealth of Pennsylvania.

5. The certain promises and agreements between the Plaintiff and the Defendants were reduced to writing in the form of a Note, a true and correct copy of which is attached hereto, marked as Exhibit "B" and incorporated by reference herein.
6. In said Note, Exhibit "B", the Defendants promised to pay a debt to the Plaintiff in the amount of \$95,200.00, in regular monthly installments of \$885.48, beginning on the 13<sup>th</sup> day of June, 1999, and continuing on the 13<sup>th</sup> day of each and every month consecutively ensuing, until the debt was repaid, except that any remaining indebtedness, if not paid sooner, was due and payable on May 13, 2025.
7. The said Note, Exhibit "B", is secured by a Mortgage on the above-described property which is recorded in the Clearfield County Recorder's Office, Clearfield County, Pennsylvania, under Instrument #200507404, under date of May 19, 2005, a true and correct copy of which is attached hereto, marked as Exhibit "C", and incorporated by reference herein.
8. The Mortgage is in default because the Defendants have failed to make the required monthly payments of \$885.48 for the month of March, 2006, through the date of this Complaint, whereby, the whole balance of principal and interest due thereon has been accelerated and become due and payable forthwith together with late charges, costs of collection, title search fees and reasonable attorney's fees.
9. Despite repeated requests, the Defendants have not cured the default.
10. By reason of said default, the following sums are due Plaintiff:

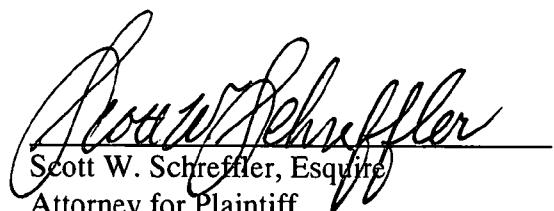
Principal Balance	\$ 95,258.16
Interest through 6/26/06	
(\$19.0453 per diem)	2,237.94
Late charges as of 6/26/06	
5% per month (\$44.27)	132.81
Reasonable Attorney's Fees at	
10% of amount owed	9,762.89
<b>TOTAL</b> <u><b>\$107,391.80</b></u>	

Plus interest and late charges from June 26, 2006, through the date of judgment, costs and reasonable attorney's fees in the amount of 10% thereof.

11. Plaintiff has complied fully with Act No. 91, [35 P.S. §1680.401(c)], of the 1983 Session of the General Assembly ("Act 91"), as amended, of the Commonwealth of Pennsylvania, by mailing to Defendants at 573 Parrish Road, DuBois, PA 15801, the Act 91 notices, by certified and regular first class mail, and the applicable time periods have expired, a true and correct copy of which notices are attached hereto, marked respectively as Exhibits "D" and "E", and incorporated by reference herein.
12. The aforescribed notice more particularly set forth in paragraph 11 hereof was received by the Defendant, Kenneth Caliari, on May 27, 2006, the notice for Defendant, Cora A. Caliari, was unclaimed as evidenced by the receipts for certified mail and domestic return receipts attached hereto, marked Exhibit "F" and incorporated by reference herein. The notices that were sent by regular United States Mail were not returned.

WHEREFORE, the Plaintiff prays this Honorable Court enter judgment against the Defendants for foreclosure and sale of the mortgaged property and for judgment against the Defendants in the amount of \$107,391.80, together with interest and late charges from June 26, 2006, costs, reasonable attorney's fees, and all other amounts advanced by Plaintiff.

LYNN, KING & SCHREFFLER, P.C.:



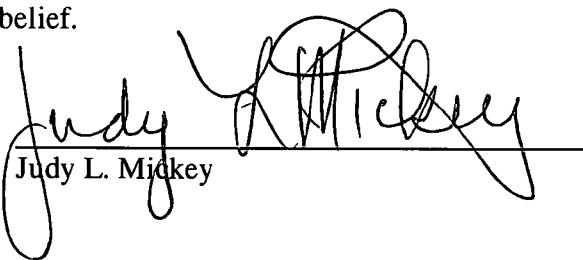
\_\_\_\_\_  
Scott W. Schreffler, Esquire  
Attorney for Plaintiff  
I.D. No. 50086  
606 Main Street, Box 99  
Emlenton, PA 16373  
(724) 867-5921

FARMERS NATIONAL BANK : IN THE COURT OF COMMON PLEAS  
OF EMLENTON, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff, :  
VS. : CIVIL ACTION- LAW  
: NO.  
KENNETH C. CALIARI and CORA A. :  
CALIARI, husband and wife :  
Defendants. :

**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF VENANGO :

I, Judy L. Mickey, being duly sworn according to law, depose and say that I am the Collection Manager of Farmers National Bank of Emlenton, Plaintiff in the above captioned action, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information and belief.



Judy L. Mickey

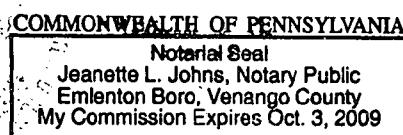
Sworn and subscribed before me

this 11<sup>th</sup> day of July, 2006.



Jeanette L. Johns  
Notary Public

My Commission Expires:



WARRANTY DEED  
County Parcel No.

## THIS DEED,

MADE the 14th day of May in the year nineteen hundred and ninety-nine (1999);  
BETWEEN JACK L. MASTNOCK and SHIRLEY R. MASTNOCK, husband and wife, of  
Washington, Pennsylvania parties of the first part, hereinafter referred to as the GRANTORS;

A  
N  
D

KENNETH C. CALIARI of Penfield, Clearfield County, Pennsylvania, party of the second part,  
hereinafter referred to as the GRANTEE.

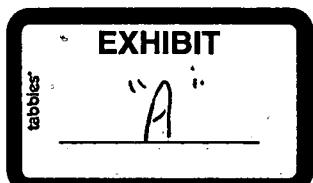
WITNESSETH, That in consideration of Eighty Thousand and 00/100

(\$80,000.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and  
convey to the said grantee,

ALL that certain piece, parcel of land situate, lying and being in Huston Township, Clearfield  
County, Pennsylvania, bounded and described as follows, to wits

BEGINNING at an iron pin being a common corner of lands of Green Glen Corporation and  
lands herein conveyed; thence in an Easterly direction along the Southern line of said lands of  
Green Glen Corporation a distance of 855.9 Feet to an iron pipe at the Northwest corner of lands  
of Clara McFall; thence along the same South 19° 00' West a distance of 150.0 feet to an iron  
pipe at the Southwest corner thereof; thence continuing along the same South 89° 55' East a  
distance of 275.0 feet to an iron pipe at the Westerly line of Township Road No. 408; thence  
along the same South 17° 49' West a distance of 18.0 feet to an iron pipe at the Northeast corner  
of land of C.J. Fossler; thence along the same North 89° 55' West a distance of 131.5 feet to an  
iron pipe at the Northwest corner thereof; thence continuing along same South 17° 49' West a  
distance of 150.0 feet at the Southwest corner thereof; thence continuing along same South 89°  
55' East a distance of 131.5 feet to an iron pipe at said Westerly line of Township Road No. 408;  
thence along same South 22° 34' West a distance of 168.0 feet to an iron pipe; thence continuing  
along same South 27° 23' West a distance of 132.0 feet to an iron pipe at the Northeast corner of  
lands conveyed to John T. Horner by deed dated July 24, 1989 and recorded in Deed Book No.  
1295, page 278; thence along the Northerly line of said lands of Horner, North 58° 42' West a  
distance of 246.11 feet an iron pin; thence South 31° 18' West a distance of 115.28 feet to an  
iron pin; thence North 89° 47' West a distance of 639.53 feet to an iron pipe at the Easterly line  
of said lands of Green Glen Corporation; thence in a Northerly direction along the same a  
distance of 467.8 feet to the place of beginning.



Excepted and reserved all minerals, whether liquid or solid, and without limiting the generality hereof, all coal, fire clay, oil, gas, including the right of ingress, egress and regress into and upon said land for the purpose of mining and removing said minerals, oil and gas, with the right to construct such openings, tipples, airshafts, railroads, roads and all other improvements that may be necessary or convenient for the mining and removal of said minerals, oil and gas, with a full and complete release of any and all damages that may result to the surface, the strata thereof, the waters therein or thereupon or the buildings erected upon the surface regardless of howsoever said damages may be inflicted, with the right to occupy so much of the surface regardless of howsoever said damages may be inflicted, with the right to occupy so much of the surface as may be necessary or desirable for the mining and removal of said coal, gas, oil, clay and other minerals, with the right to deposit refuse from the operations on the surface thereon, without liability for doing so.

BEING the same premises which were conveyed to Jack L. Mastcock and Shirley R. Mastcock by deed of Mary Silverling dated March 29, 1994, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in deed Book Vol. 1595, page 18.

## NOTICE

Grantee (hereinafter, whether one or more, called "Grantee") hereby states that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. (THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1996.)

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THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

Commonwealth of Pennsylvania )  
County of Clearfield )

RECORDED in the Office for Recording of Deeds, etc., in and for the said  
County, in Deed Book Index No.

WITNESS my hand and official seal this day of 1999

ALVIN L. STAKER  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania

RECORDER NUMBER  
199908772  
RECORDED ON

May 29, 1999  
1:23:53 PM

RECORDING FEES - \$12.00  
RECORDER

COUNTY IMPROVEMENT \$1.00  
FIND

RECORDER \$1.00

IMPROVEMENT FUND \$1.00

STATE TRANSFER \$300.00

TAX

STATE MUL TAX \$0.50

WESTEN TOWNSHIP \$400.00

BUCKS AREA \$400.00

SCHOOL

TOTAL \$1,615.50

Colavacchi & Ryan

Cherry & Cherry  
23 East Park Avenue  
DuBois, PA 15801



**Farmers  
National  
Bank**

**PROMISSORY NOTE**

Principal \$95,200.00	Loan Date 05-09-2005	Maturity 05-13-2025	Loan No. 110398	Call/Coll. 501	Account Officer 117	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.						

**Borrower:** KENNETH C CALIARI (SSN: 193-48-2209)  
CORA A CALIARI (SSN: 196-54-2419)  
573 PARRISH RD  
DUBOIS, PA 15801

**Lender:** The Farmers National Bank of Emileton  
DuBols Office  
861 Beaver Drive  
PO Box 292  
DuBols, PA 15801

**Principal Amount:** \$95,200.00

**Interest Rate:** 7.375%

**Date of Note:** 05092005

**PROMISE TO PAY.** I ("Borrower") jointly and severally promise to pay to The Farmers National Bank of Emileton ("Lender"), or order, in lawful money of the United States of America, the principal amount of Ninety-five Thousand Two Hundred & 00/100 Dollars (\$95,200.00), together with interest at the rate of 7.375% per annum on the unpaid principal balance from May 13, 2005, until paid in full.

**PAYMENT.** I will pay this loan in 240 payments of \$885.48 each payment. My first payment is due June 13, 2005, and all subsequent payments are due on the same day of each month after that. My final payment will be due on May 13, 2025, and will be for all principal and all accrued interest and all credit insurance premiums, not yet paid. Payments include principal and interest and credit insurance premiums. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid credit insurance premiums, accrued to the date of receipt of payment; then to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: The Farmers National Bank of Emileton, DuBols Office, 861 Beaver Drive, PO Box 292, DuBols, PA 15801.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

**DEFAULT.** I will be in default under this Note if any of the following happen:

**Payment Default.** I fail to make any payment when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

**False Statements.** Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. However, my death will not be an event of default if as a result of the death the indebtedness is fully covered by credit life insurance.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Defective Collateralization.** This Note or any of the related documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Collateral Damage or Loss.** Any collateral securing this Note is lost, stolen, substantially damaged or destroyed and the loss, theft, substantial damage or destruction is not covered by insurance.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender; and, in doing so, cure any Event of Default.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after receiving written notice from Lender demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: a Mortgage to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**EXHIBIT**

PROMISSORY NOTE  
(Continued)

Loan No: 110398

Page 2

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Farmers National Bank 612 Main Street Emleton, PA 16373.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE NOTICE TO COSIGNER SET FORTH BELOW. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

  
X Kenneth C. Caliari (Seal)  
KENNETH C CALIARI

  
X Cora A. Caliari (Seal)  
CORA A CALIARI

NOTICE TO COSIGNER

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

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

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

This notice is not the contract that makes you liable for the debt.

LATER PRO Lending, Ver. 5.25.20.011. Copy, Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - PA F1CFLPLU25.F0 TR-11170 PR-33

Parcel Identification  
Number: 119-E03-26.3

RECORDATION  
REQUESTED BY:

The Farmers National  
Bank of Emlenton  
DuBols Office  
861 Beaver Drive  
PO Box 292  
DuBols, PA 15801

WHEN RECORDED MAIL

TO:

The Farmers National  
Bank of Emlenton  
DuBols Office  
861 Beaver Drive  
PO Box 292  
DuBols, PA 15801

FOR RECORDER'S USE ONLY

**MORTGAGE**

Amount Secured Hereby: \$95,200.00

THIS MORTGAGE dated 05092005, is made and executed between KENNETH C CALIARI and CORA A CALIARI, whose address is 573 PARRISH RD, DUBOIS, PA 15801 (referred to below as "Grantor") and The Farmers National Bank of Emlenton, whose address is 861 Beaver Drive, PO Box 292, DuBols, PA, 15801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereto belonging or otherwise made appurtenant hereafter; and the reversions, and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock-in-utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CLEARFIELD County, Commonwealth of Pennsylvania:

TOWNSHIP OF HOUSTON, COUNTY OF CLEARFIELD DEED RECORDED 05/28/1999  
INSTRUMENT 199908772 WITH THE ASSESSMENT NUMBER OF 119-E023-26.3 WITH AN  
ADDRESS OF 573 PARRISH RD DUBOIS PA 15801

The Real Property or its address is commonly known as 573 PARRISH RD, DUBOIS, PA 15801. The Real Property parcel identification number is 119-E03-26.3.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$95,200.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge, of, or reason to believe, that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, of Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby: (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims,

EXHIBIT

"C"

losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to Indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to the Property, or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest, in good faith, any such law, ordinance, or regulation, and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

#### TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or, if requested by Lender, deposit with Lender cash or a sufficient corporate surety, bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will, upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

#### PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Grantor is not in default under this Mortgage, Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails: (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (B) to provide any required insurance on the Property; or (C) to make repairs to the Property when Lender may do so, if any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender, on Grantor's behalf, may, but is not required to, take any action that Lender believes to be

appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will: (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY, DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may, at its election, require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES, AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default and Lender may exercise any or all of its available remedies for an Event of Default as provided below, unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other

documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents; and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law, or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so, for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary, or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly, at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. However, the death of any Grantor will not be an Event of Default if it is a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default, (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies. In addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the

**MORTGAGE  
(Continued)**

Loan No: 110398

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Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudicate reasonable as attorneys' fees at trial and upon any appeal. Whether, or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means KENNETH C CALIARI and CORA A CALIARI and includes all co-signers and co-makers signing the Note.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations

and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means KENNETH C. CALIARI and CORA A. CALIARI.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Lender.** The word "Lender" means The Farmers National Bank of Emilion, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated May 9, 2005, in the original principal amount of \$95,200.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is May 13, 2025.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X   
KENNETH C CALIARI (Seal)

X   
CORA A CALIARI (Seal)

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, The Farmers National Bank of Emilion, herein is as follows:  
DuBois Office, 661 Beaver Drive, PO Box 292, DuBois, PA 15801

  
Daniel X. Bundy  
Attorney or Agent for Mortgagor

Loan No: 110398

**MORTGAGE  
(Continued)**

Page 7

**INDIVIDUAL ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

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)

On this, the 9th day of May, 2005, before me, the undersigned Notary Public, personally appeared KENNETH C CALIARI and CORA A CALIARI, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Danyell L. Wojtaszek, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires Dec. 10, 2007

Danyell L. Wojtaszek

Notary Public in and for the State of PA

Member, Pennsylvania Association of Notaries

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# Farmers National Bank

## *Credit Operations*

612 Main Street • Drawer D • Emlenton, PA 16373  
Phone: 724-867-2311 / Fax: 724-867-5644



May 25, 2006

Kenneth C Caliari  
573 Parrish Rd  
Dubois, PA 15801

In re:                   Notice of Intention to Foreclose Mortgage

Dear Mr. Caliari:

Please find enclosed an **“ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE”**.

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

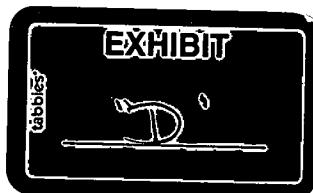
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice  
Certified Mail: 7005 0390 0001 2711 7685  
cc: First Class Mail

SERVING THIS AREA . . . FROM THIS AREA



Date: 5/25/2006

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S)

Kenneth C Caliari

PROPERTY ADDRESS:

573 Parrish Road  
Dubois, PA 15801

LOAN ACCOUNT NO.:

110398

ORIGINAL LENDER:

Farmers National Bank

CURRENT LENDER / SERVICER:

Farmers National Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 573 Parrish Road Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Months:	March, April & May
Amount Past Due:	\$2,744.98

Other charges (explain/itemize):

Principal:	\$550.75
Late Charges:	\$88.54
Total Interest Due:	\$1,399.95

**TOTAL AMOUNT PAST DUE:**

\$2,744.98

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

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**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 \$ 2744.98, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

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.)

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

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable 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 3 months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	Farmers National Bank
<b><u>Address:</u></b>	612 Main Street, Emlenton, PA 16373
<b><u>Phone Number:</u></b>	(724) 867-2311
<b><u>Fax Number:</u></b>	(724) 867-1614
<b><u>Contact Person:</u></b>	Judy L. Mickey

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

## **CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

### **Allegheny County**

ACORN Housing Corp. of PA  
Yvonne Zellars  
One Smithfield Street  
Pittsburgh PA 15222  
412.227.4802

Action-Housing  
Arthur Marizzaldi  
425 6th Avenue, Suite 950  
Pittsburgh PA 15219  
412.281.2102

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 16001  
724.287.6797

CCCS of Western PA  
Mary Loftus  
2403 Sidney Street, Suite 400  
Pittsburgh PA 15203  
888.511.2227

Garfield Jubilee Association  
Joann Monroe  
5138 Penn Avenue  
Pittsburgh PA 15222  
412.665.5204

Housing Opportunities Beaver County, Inc.  
Marcie Williams  
650 Corporation St. Suite 207  
Beaver PA 15009  
724.728.7511

Mon-Valley Initiative  
Mike Mauer  
305 E. 8th Avenue  
Homestead PA 15120  
412.464.4000

Nazareth Housing Services  
Sister Pat Phillips  
285 Bellevue Road  
Pittsburgh PA 15229  
412.381.6925

Neighborhood Housing Services, Inc. (Formerly CLCP)  
LouAnn Ross  
355 Fifth Avenue Suite 1022  
Pittsburgh PA 15222  
412.281.9773

New Life Community Dev. & Prsrvtn.  
Keith Hill  
1901-1915 Centre Avenue S-20  
Pittsburgh PA 15219 412.351.4077  
412.351.4077

Urban League of Pittsburgh  
Jerome Frank  
One Smithfield Street  
Pittsburgh PA 15222  
412.227.4802

### **Armstrong County**

Armstrong County Community Action  
Rick White  
124 Armsdale Road, Suite 211  
Kittanning PA 16201  
724.548.3408

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 16001  
724.287.6797

CCCS of Western PA  
Mary Loftus  
112 Hollywood Dr. Ste. 101  
Butler PA 16001  
888.511.2227

Indiana County Community Action Program  
Sandra Dill  
827 Water Street  
Indiana PA 15701  
724.465.2657

Mon-Valley Initiative  
Mike Mauer  
305 E. 8th Avenue  
Homestead PA 15120  
412.464.4000

Neighborhood Housing Services, Inc.  
LouAnn Ross  
355 Fifth Avenue Suite 1022  
Pittsburgh PA 15222  
412.281.9773

### **Butler County**

Action-Housing  
Arthur Marizzaldi  
425 6th Avenue, Suite 950  
Pittsburgh PA 15219  
412.281.2102

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 15931  
724.287.6797

CCCS of Western PA  
Mary Loftus  
112 Hollywood Dr. Ste. 101  
Butler PA 16001  
888.511.2227

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Beaver PA 15009  
724.728.7511

Mon-Valley Initiative  
Mike Mauer  
305 E. 8th Avenue  
Homestead PA 15120  
412.464.4000

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---

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

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Address: 612 Main Street, Emlenton, PA 16373

Phone Number: (724) 867-2311

Fax Number: (724) 867-1614

Contact Person: Judy L. Mickey

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### Allegheny County

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One Smithfield Street  
Pittsburgh PA 15222  
412.227.4802

Action-Housing  
Arthur Marizzaldi  
425 6th Avenue, Suite 950  
Pittsburgh PA 15219  
412.281.2102

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 16001  
724.287.6797

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Beaver PA 15009  
724.728.7511

Mon-Valley Initiative  
Mike Mauer  
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Homestead PA 15120  
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Nazareth Housing Services  
Sister Pat Phillips  
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Urban League of Pittsburgh  
Jerome Frank  
One Smithfield Street  
Pittsburgh PA 15222  
412.227.4802

### Armstrong County

Armstrong County Community Action  
Rick White  
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Kittanning PA 16201  
724.548.3408

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Butler PA 16001  
724.287.6797

CCCS of Western PA  
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Butler PA 16001  
888.511.2227

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Indiana PA 15701  
724.465.2657

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650 Corporation Street Suite 207  
Beaver PA 15009  
724.728.7511

Mon-Valley Initiative  
Mike Mauer  
305 E. 8th Avenue  
Homestead PA 15120  
412.464.4000

**Clarion County**

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 16001  
724.287.6797

**Clearfield County**

C C C Service of N.E.P.A.  
Rosemary J. Lavelle  
1400 Abington Executive Park  
Clarks Summit PA 18411  
800.922.9537

Northern Cambria Group (NORCAM)  
Connie Kuzma  
4200 Crawford Avenue  
Northern Cambria PA 15714  
814.948.4444

Rural Opportunities, Inc.  
Michael Johnson  
1500 North 2nd Street Suite 11  
Harrisburg PA 17102  
717.234.6616

**Jefferson County**

Indiana County Community Action Program  
Sandra Dill  
827 Water Street  
Indiana PA 15701  
724.465.2657

Northern Cambria Group (NORCAM)  
Connie Kuzma  
4200 Crawford Avenue  
Northern Cambria PA 15714  
814.948.4444

**Mercer County**

Center for Family Service  
Lisa Foust  
213 W. Center Street  
Meadville PA 16355  
814.337.8450

Community Action Partnership of Mercer County  
Debbie Paul Ext. 121  
75 South Dock Street  
Sharon PA 16146  
724.342.6222

Saint Martin Center  
Dave Pesch  
1701 Parade Street  
Erie PA 16503  
814.452.6113 Ext. 27

**Montgomery County Cont...**

Philadelphia Council for Comm Advancement  
Vincent DiBiase  
100 North 17th Street

**Venango County**

Center for Family Service  
Lisa Foust  
213 W. Center Street  
Meadville PA 16355  
814.337.8450

Saint Martin Center  
Dave Pesch  
1701 Parade Street  
Erie PA 16503  
814.452.6113 Ext. 27

 <b>U S Postal Service</b> <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>																
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>																
<b>OFFICIAL BUSINESS</b>																
																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Postage</td> <td style="width: 10%;">\$ 2.00</td> <td style="width: 10%;">Sum</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 1.88</td> <td>1.88</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>\$ 0.00</td> <td>0.00</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 0.00</td> <td>0.00</td> </tr> <tr> <td style="text-align: right;">Total Postage &amp; Fees</td> <td style="text-align: right;">\$ 4.88</td> <td style="text-align: right;">4.88</td> </tr> </table>		Postage	\$ 2.00	Sum	Certified Fee	\$ 1.88	1.88	Return Receipt Fee (Endorsement Required)	\$ 0.00	0.00	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	0.00	Total Postage & Fees	\$ 4.88	4.88
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Restricted Delivery Fee (Endorsement Required)	\$ 0.00	0.00														
Total Postage & Fees	\$ 4.88	4.88														
<b>Send To</b> <u>Cora Calari</u> Street, Apt. No.: <u>573 Parrish Rd</u> or PO Box No. <u>4</u> City, State, ZIP+4 <u>Dubois, PA 15801</u>																

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>1. Article Addressed to:</p> <p><i>Kenneth Calia 573 Parrish Rd Dubois, PA 15801</i></p> <p>2. Article Number (Transfer from service label) <b>7005 0390 0001 2711 7685</b></p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>A. Signature   <input checked="" type="checkbox"/> X </p> <p>B. Received by (Printed Name)   <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery <b>5-27-04</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input type="checkbox"/> If YES, enter delivery address below:  <b>None</b></p>	





## Farmers National Bank

512 MAIN STREET • P.O. DRAWER D  
EMLENTON PENNSYLVANIA 16373

7005 0390 0001 2711 7692



HASLER \$4.88  
MAY 25 2006  
US POSTAGE  
FIRST-CLASS  
MAILED FROM 16373  
011AU4130U253

RTS

Cora A Calari  
573 Parrish Rd  
Dubois, PA 15801

A  INSUFFICIENT ADDRESS  
C  ATTEMPTED NOT KNOWN  
S  AND SUCH NUMBER/ STREET  
       NOT DELIVERABLE AS ADDRESSED  
       UNABLE TO FORWARD

RTS  
RETURN TO SENDER

AMT  
1st class 6.50  
2nd class 6.10 00  
Total 6.20 00

**Clarion County**

Butler Home Ownership Program  
Rebecca Veith  
114 Woody Drive  
Butler PA 16001  
724.287.6797

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1701 Parade Street  
Erie PA 16503  
814.452.6113 Ext. 27

# Farmers National Bank

## Credit Operations

612 Main Street • Drawer D • Emlenton, PA 16373  
Phone: 724-867-2311 / Fax: 724-867-5644



May 25, 2006

Cora A Caliari  
573 Parrish Rd  
Dubois, PA 15801

In re: Notice of Intention to Foreclose Mortgage

Dear Ms. Caliari:

Please find enclosed an "ACT 91 - NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE".

Please read this notice very carefully. We also recommend that you obtain legal counsel in order to more fully advise you of your rights.

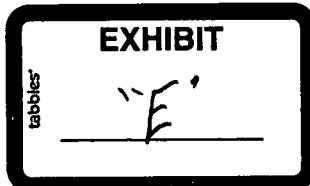
Please give this matter your prompt attention.

Cordially,

Asset Recovery Manager

Enc.1: Notice  
Certified Mail: 7005 0390 0001 2711 7692  
cc: First Class Mail

SERVING THIS AREA... FROM THIS AREA



Date: 5/25/2006

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S)

Cora A Caliari

PROPERTY ADDRESS:

573 Parrish Road  
Dubois, PA 15801

LOAN ACCOUNT NO.:

110398

ORIGINAL LENDER:

Farmers National Bank

CURRENT LENDER / SERVICER:

Farmers National Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 573 Parrish Road Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Months:	March, April & May
Amount Past Due:	\$2,744.98

Other charges (explain/itemize):

Principal:	\$550.75
Late Charges:	\$88.54
Total Interest Due:	\$1,399.95

### **TOTAL AMOUNT PAST DUE:**

\$2,744.98

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

---

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2744.98, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101705  
NO: 06-1109-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FARMERS NATIONAL BANK OF EMLTON  
vs.

DEFENDANT: KENNETH C. CALIARI and CORA A. CALIARI

**SHERIFF RETURN**

---

NOW, July 28, 2006 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH C. CALIARI DEFENDANT AT MEETING PLACE, RAMADA INN PARKING LOT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH CALIARI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
of 3:09 AM  
AUG 11 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101705  
NO: 06-1109-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FARMERS NATIONAL BANK OF EMLTON  
vs.  
DEFENDANT: KENNETH C. CALIARI and CORA A. CALIARI

SHERIFF RETURN

---

NOW, August 02, 2006 AT 11:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CORA A. CALIARI DEFENDANT AT 153 HEMOCK ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CORA CALIARI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101705  
NO: 06-1109-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FARMERS NATIONAL BANK OF EMLTON  
vs.  
DEFENDANT: KENNETH C. CALIARI and CORA A. CALIARI

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	LYNN	21999	20.00
SHERIFF HAWKINS	LYNN	21999	55.00
SHERIFF HAWKINS	4	22138	31.30

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

FARMERS NATIONAL BANK : IN THE COURT OF COMMON PLEAS  
OF EMLENTON, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff, :  
VS. : CIVIL ACTION- LAW  
: :  
: NO. 06-1109-AD  
KENNETH C. CALIARI and CORA A. :  
CALIARI, husband and wife :  
Defendants. :

TO THE PROTHONOTARY:

**PRAECIPE FOR ENTRY OF JUDGMENT OF DEFAULT**

Please enter a judgment in mortgage foreclosure by default in favor of the Plaintiff, Farmers National Bank of Emlenton, Pennsylvania, and against the Defendants, Kenneth C. Caliara and Cora A. Caliari, for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty days from the date of service thereof. Defendant, Kenneth C. Caliari, was served with the Complaint on July 28, 2006, and Defendant, Cora A. Caliari, was served with the Complaint on August 2, 2006, and their Answer was due to be filed August 22, 2006.

Attached as Exhibit "A" is a copy of Plaintiff's Certificate of Service of Notice of Intention to File Praecipe for Entry of Default Judgment which evidences service at least ten days prior to the filing of this Praecipe.

Please assess damages in the amount of \$107,391.80 being the amount demanded in the Complaint, plus interest from June 26, 2006, at \$19.0453 per diem and costs of suit.

LYNN, KING & SCHREFFLER, P.C.:



Scott W. Schreffler, Esq.

Attorney for Plaintiff

I.D. No. 50086

606 Main Street, Box 99

Emlenton, PA 16373

(724)867-5921

FILED Atty pd \$0.00  
m 11:06 AM  
OCT 26 2006 Notice to Defs,  
Statement to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

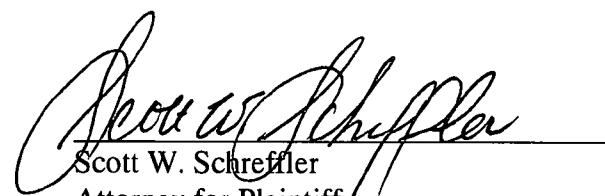
FARMERS NATIONAL BANK : IN THE COURT OF COMMON PLEAS  
OF EMLENTON, : CLEARFIELD COUNTY, PENNSYLVANIA  
Plaintiff, :  
VS. : CIVIL ACTION- LAW  
: :  
: NO. 06-1109-AD  
KENNETH C. CALIARI and CORA A. :  
CALIARI, husband and wife :  
Defendants. : :

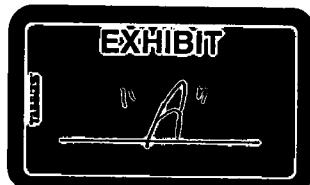
CERTIFICATE OF SERVICE

I, Scott W. Schreffler, Esquire, do hereby certify that I have mailed via U.S. First Class Regular Mail, the attached Notice of Intent to Enter Default Judgment on the 23<sup>rd</sup> day of August, 2006, to the following parties:

Kenneth C. Caliari  
573 Parrish Road  
DuBois, PA 15801

Cora A. Caliari  
153 Hemock Road  
DuBois, PA 15801

  
\_\_\_\_\_  
Scott W. Schreffler  
Attorney for Plaintiff  
I.D. No. 50086  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373  
(724) 867-5921



**LYNN, KING & SCHREFFLER, P.C.**  
**ATTORNEYS AT LAW**

606 MAIN STREET, P.O. BOX 99, EMLENTON, PA 16373  
TELEPHONE (724) 867-5921  
FAX (724) 867-5101  
EMAIL:legal@lkslaw.us

J. MICHAEL KING  
SCOTT W. SCHREFFLER  
MICHAEL W. SLOAT

**MILES R. LYNN, JR.**  
COUNSEL TO THE FIRM

August 23, 2006

Kenneth C. Caliari  
573 Parrish Road  
DuBois, PA 15801

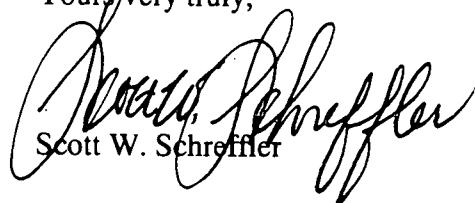
In re: Farmers National Bank of Emlenton vs. Kenneth C. Caliari, et ux  
Butler County No. 06-1109-CD

Dear Mr. Caliari:

Please find enclosed a Notice of Intention to File Default Judgment regarding the above referenced action. You should review the same carefully.

Thank you for your attention to this matter.

Yours very truly,



Scott W. Schreffler

SWS/jlj  
enc.

FARMERS NATIONAL BANK	:	IN THE COURT OF COMMON PLEAS
OF EMLENTON,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
VS.	:	CIVIL ACTION- LAW
	:	
	:	NO.
KENNETH C. CALIARI and CORA A.	:	
CALIARI, husband and wife	:	
Defendants.	:	

TO: KENNETH C. CALIARI

DATE OF NOTICE: AUGUST 23, 2006

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.  
Scott W. Schreffler, Esq.  
I.D. No. 50086  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373  
(724) 867-5921

**LYNN, KING & SCHREFFLER, P.C.**  
**ATTORNEYS AT LAW**

606 MAIN STREET, P.O. BOX 99, EMLENTON, PA 16373  
TELEPHONE (724) 867-5921  
FAX (724) 867-5101  
EMAIL:legal@lkslaw.us

J. MICHAEL KING  
SCOTT W. SCHREFFLER  
MICHAEL W. SLOAT

**MILES R. LYNN, JR.**  
COUNSEL TO THE FIRM

August 23, 2006

Cora A. Caliari  
153 Hemock Road  
DuBois, PA 15801

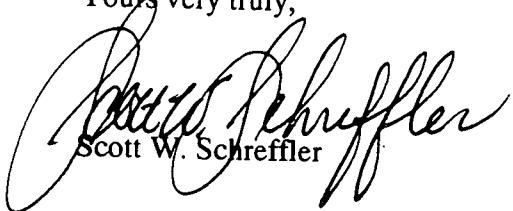
In re: Farmers National Bank of Emlenton vs. Kenneth C. Caliari, et ux  
Butler County No. 06-1109-CD

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Thank you for your attention to this matter.

Yours very truly,



Scott W. Schreffler

SWS/jlj  
enc.

FARMERS NATIONAL BANK	:	IN THE COURT OF COMMON PLEAS
OF EMLENTON,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
VS.	:	CIVIL ACTION- LAW
	:	
	:	NO.
KENNETH C. CALIARI and CORA A.	:	
CALIARI, husband and wife	:	
Defendants.	:	

TO: CORA A. CALIARI

DATE OF NOTICE: AUGUST 23, 2006

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David S. Meholic, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641 ext. 32

LYNN, KING & SCHREFFLER, P.C.  
Scott W. Schreffler, Esq.  
I.D. No. 50086  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373  
(724) 867-5921

NOTICE OF JUDGMENT

copy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Farmers National Bank of Emlenton

Vs.

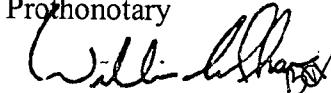
No. 2006-01109-CD

Kenneth C. Caliari and Cora A. Caliari

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$107,391.80 on October 26, 2006.

William A. Shaw  
Prothonotary



\_\_\_\_\_  
William A. Shaw

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

CC, JY

Farmers National Bank of Emlenton  
Plaintiff(s)

No.: 2006-01109-CD

Real Debt: \$107,391.80

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kenneth C. Caliari  
Cora A. Caliari  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 26, 2006

Expires: October 26, 2011

Certified from the record this 26th day of October, 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

2000-000000000000

**FILED**

**OCT 26 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

FARMERS NATIONAL BANK  
OF EMLENTON,  
Plaintiff,

VS.

KENNETH C. CALIARI and CORA A.  
CALIARI, husband and wife  
Defendants.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION- LAW

NO. 06-1109-AD

**PRAECIPE FOR WRIT OF EXECUTION**

(Mortgage Foreclosure)

TO THE PROTHONOTARY:

Please issue a Writ of Execution in the above matter,

1. Directed to the Sheriff of Clearfield County;
2. Against Kenneth C. Caliari and Cora A. Caliari, Defendants; and
3. Index this Writ as a lis pendens against Kenneth C. Caliari and Cora A. Caliari, Defendants, and against the real property of Defendant situate in Huston Township, Clearfield County, Pennsylvania, more fully described in Deed to the Defendant, Kenneth C. Caliari, dated May 14, 1999, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Instrument #199908772.
4. Amount Due: \$107,391.80  
Interest From 6/26/06  
at \$19.0453 per diem  
Costs to be added:

\$107,391.80

LYNN, KING & SCHREFFLER, P.C.:

125.00 Prothonotary costs

Scott W. Schreffler, Esquire  
Attorney for Plaintiff  
I.D. No. 50086  
P.O. Box 99, 606 Main Street  
Emlenton, PA 16373  
(724) 867-5921

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

Farmers National Bank of Emlenton

Vs.

NO.: 2006-01109-CD

Kenneth C. Caliari and Cora A. Caliari

copy

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FARMERS NATIONAL BANK OF EMLENTON, Plaintiff(s) from KENNETH C. CALIARI and CORA A. CALIARI, Defendant(s):

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

Against the real property of Defendant situate in Huston Township, Clearfield County, Pennsylvania, more fully described in Deed to the Defendant, Kenneth C. Caliari, dated May 14, 1999, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Instrument #199908772

(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;

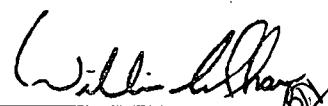
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: **\$107,391.80**  
INTEREST: from 6/26/06 at \$19.0453 per diem  
ATTY'S COMM: \$  
DATE: 10/26/2006

PROTHONOTARY'S COSTS PAID: **\$125.00**  
SHERIFF: \$  
OTHER COSTS: \$

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

\_\_\_\_\_  
Sheriff

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Scott W. Schreffler, Esq.  
PO Box 99  
606 Main Street  
Emlenton, PA 16373  
(724) 867-5921

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20465  
NO: 06-1109-CD

PLAINTIFF: FARMERS NATIONAL BANK OF EMLENTON

vs.

DEFENDANT: KENNETH C. CALIARI AND CORA A. CALIARI, HUSBAND AND WIFE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/27/2006

LEVY TAKEN 11/17/2006 @ 11:15 AM

POSTED 11/17/2006 @ 11:22 AM

SALE HELD 01/05/2007

SOLD TO FARMERS NATIONAL BANK OF EMLENTON

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/21/2007

DATE DEED FILED 02/21/2007

PROPERTY ADDRESS 573 PARRISH ROAD DUBOIS , PA 15801

**FILED**  
01/22/2007  
FEB 21 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

11/22/2006 @ 12:00 PM SERVED KENNETH C. CALIARI

SERVED KENNETH C. CALIARI, DEFENDANT, AT THE TREASURE LAKE GATE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO KENNETH C. CALIARI

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.

11/21/2006 @ 1:30 PM SERVED CORA A. CALIARI

SERVED CORA A. CALIARI, DEFENDANT, AT HER RESIDENCE 153 HEMLOCK ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO CORA A. CALIARI

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20465  
NO: 06-1109-CD

PLAINTIFF: FARMERS NATIONAL BANK OF EMLTON

VS.

DEFENDANT: KENNETH C. CALIARI AND CORA A. CALIARI, HUSBAND AND WIFE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$251.41

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*  
I, Cynthia Butler-Chefhaud  
Chester A. Hawkins  
Sheriff

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

Farmers National Bank of Emlenton

Vs.

NO.: 2006-01109-CD

Kenneth C. Caliari and Cora A. Caliari

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FARMERS NATIONAL BANK OF EMLENTON, Plaintiff(s) from KENNETH C. CALIARI and CORA A. CALIARI, Defendant(s):

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

Against the real property of Defendant situate in Huston Township, Clearfield County, Pennsylvania, more fully described in Deed to the Defendant, Kenneth C. Caliari, dated May 14, 1999, and recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, Instrument #199908772

(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: **\$107,391.80**  
INTEREST: from 6/26/06 at \$19.0453 per diem  
ATTY'S COMM: \$  
DATE: 10/26/2006

PROTHONOTARY'S COSTS PAID: **\$125.00**  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 27<sup>th</sup> day  
of October A.D. 2006  
At 10:00 A.M./P.M.

Requesting Party: Scott W. Schreffler, Esq.  
PO Box 99  
606 Main Street  
Emlenton, PA 16373  
(724) 867-5921

Chesler A. Hauke  
Sheriff by Cynthia Bitter-Augustay

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KENNETH C. CALIARI NO. 06-1109-CD

NOW, February 21, 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 January 05, 2007, I exposed the within described real estate of Kenneth C. Caliari And Cora A. Caliari, Husband And Wife to public venue or outcry at which time and place I sold the same to FARMERS NATIONAL BANK OF EMLENTON he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	107,391.80
MILEAGE	15.00	INTEREST @ 19.0100 %	3,668.93
LEVY	16.91	FROM 06/26/2006 TO 01/05/2007	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	16.91	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$111,100.73
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	833.70
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	3,316.72
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$251.41	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	251.41
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	126.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$4,826.33

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

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: NO. 06-1109-CD  
:  
: TYPE OF PLEADING:  
: Affidavit of Service  
:  
: FILED ON BEHALF OF:  
: Farmers National Bank of Emlenton,  
: Plaintiff  
:  
: COUNSEL OF RECORD:  
: Lynn, King & Schreffler, P.C.  
: Scott W. Schreffler, Esq.  
: I.D. No. 50086  
: 606 Main Street, Box 99  
: Emlenton, PA 16373  
: (724) 867-5921  
:

FARMERS NATIONAL BANK  
OF EMLENTON,  
Plaintiff,  
  
VS.  
  
KENNETH C. CALIARI and CORA A.  
CALIARI, husband and wife  
Defendants.

**FILED**  
MAR 12 2007  
12:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CERT to Atty

FARMERS NATIONAL BANK	:	IN THE COURT OF COMMON PLEAS
OF EMLENTON,	:	CLEARFIELD COUNTY, PENNSYLVANIA
Plaintiff,	:	
VS.	:	CIVIL ACTION- LAW
	:	
	:	NO. 06-1109-CD
KENNETH C. CALIARI and CORA A.	:	
CALIARI, husband and wife	:	
Defendants.	:	

**AFFIDAVIT OF SERVICE OF SHERIFF SALE NOTICE**

The undersigned, being first duly sworn according to law, deposes and says that:

1. Yourponent is counsel for the Plaintiff in the above case.
2. The Notice of Sheriff Sale in the above case was served upon the lien holders and parties of interest pursuant to Pennsylvania Rules of Civil Procedure by First Class United States Mail with Certificate of Mailing, addressed to said parties as follows:

Farmers National Bank  
612 Main Street, Drawer D  
Emlenton, PA 16373

First Commonwealth Bank  
654 Philadelphia Street  
PO Box 400  
Indiana, PA 15701-0400

Timothy A. Krieger, Esquire  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222  
Attorney for First Commonwealth Bank

John R. Ryan  
Belin & Kubista  
15 North Front Street  
PO Box 1  
Clearfield, PA 16830

Clearfield County Tax Claim Bureau  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Domestic Relations Division  
Clearfield County Courthouse  
PO Box 361  
Clearfield, PA 16830

3. Attached hereto are the Certificate of Mailing receipts evidencing the mailing of the Notice of Sheriff Sale and marked respectively as Exhibit "A" and "B".

I verify that the statements made in this Affidavit of Service are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.

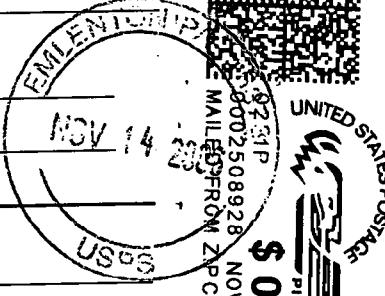


\_\_\_\_\_  
Scott W. Schreffler, Esq.  
Attorney for Plaintiff

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Lynn, King & Schreffler  
**Attorneys At Law**  
 Box 99  
 Emletton, PA 16373



One piece of ordinary mail addressed to:

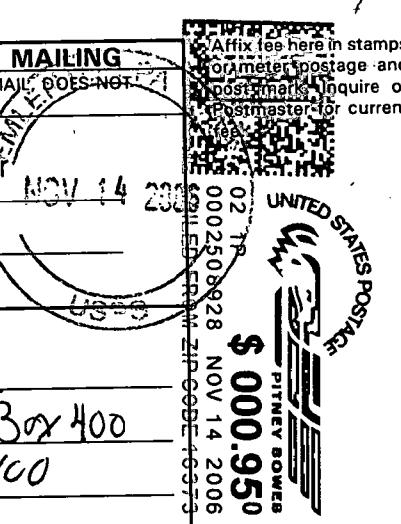
Farmers National Bank  
612 Main Street, Drawer D  
Emletton, PA 16393  
Attn: Judy Mickey

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Lynn, King & Schreffler  
**Attorneys At Law**  
 Box 99  
 Emletton, PA 16373



One piece of ordinary mail addressed to:

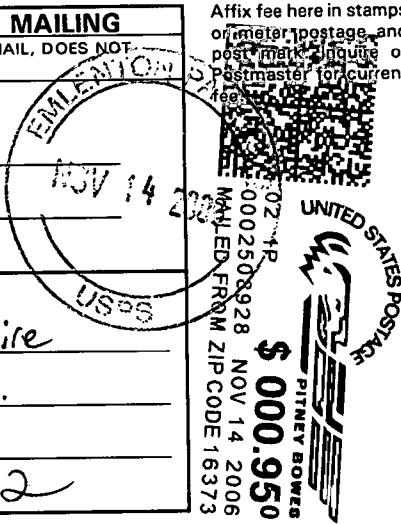
First Commonwealth Bank  
654 Philadelphia St., Po Box 400  
Indiana, PA 15701-0400

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Lynn, King & Schreffler  
**Attorneys At Law**  
 Box 99  
 Emletton, PA 16373

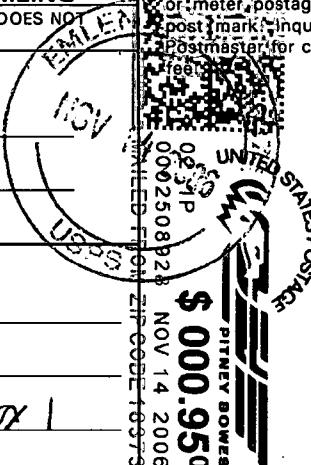


One piece of ordinary mail addressed to:

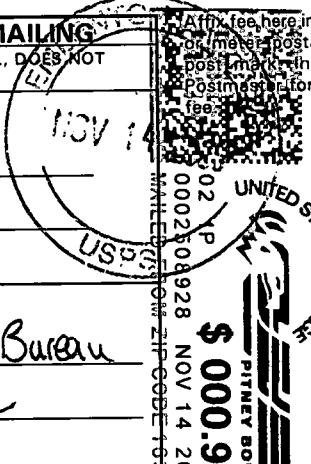
Timothy A. Krieger, Esquire  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

PS Form 3817, Mar. 1989

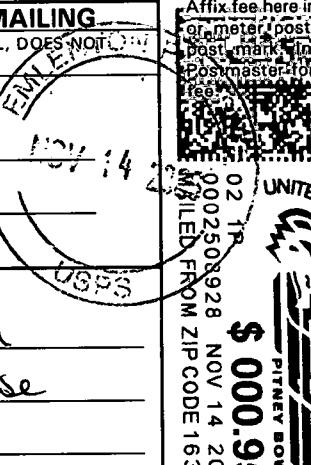
EXHIBIT

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		EMILTON, PA	
Lynn, King & Schreffler <b>Attorneys At Law</b> Box 99 Emlenton, PA 16373			
One piece of ordinary mail addressed to:		NOV 14 2006	
John R Ryan Belin & Kubista 15 North Front Street, PO Box 1 Clearfield, PA 16830			
 <b>\$ 000.950</b> PITNEY BOWES			

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		NOV 14 2006	
Lynn, King & Schreffler <b>Attorneys At Law</b> Box 99 Emlenton, PA 16373			
One piece of ordinary mail addressed to:		NOV 14 2006	
Clearfield County Tax Claim Bureau Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830			
 <b>\$ 000.950</b> PITNEY BOWES			

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		NOV 14 2006	
Lynn, King & Schreffler <b>Attorneys At Law</b> Box 99 Emlenton, PA 16373			
One piece of ordinary mail addressed to:		NOV 14 2006	
Domestic Relations Division Clearfield County Courthouse PO Box 361 Clearfield, PA 16830			
 <b>\$ 000.950</b> PITNEY BOWES			

PS Form 3817, Mar. 1989

