

06-1135-CD
First Comm Bank vs Harry Hepburn et al

First Commonwealth vs Harry Hepburn et al
2006-1135-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101722
NO: 06-1135-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: HARRY B. HEPBURN and JACQUELINE M. HEPBURN

SHERIFF RETURN

NOW, July 27, 2006 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HARRY B. HEPBURN DEFENDANT AT 12 OVERDORF AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HARRY B. HEPBURN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED
AUG 04 2006
8/2/06
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101722
NO: 06-1135-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: HARRY B. HEPBURN and JACQUELINE M. HEPBURN

SHERIFF RETURN

NOW, July 27, 2006 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JACQUELINE M. HEPBURN DEFENDANT AT 12 OVERDORF AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HARRY HEPBRN, HUSBAND 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 # 101722
NO: 06-1135-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: HARRY B. HEPBURN and JACQUELINE M. HEPBURN

SHERIFF RETURN

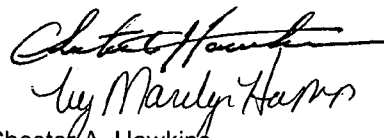
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	290827	20.00
SHERIFF HAWKINS	ARENSBERG	290827	40.91

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendants.

CIVIL DIVISION

No. 2006-1135-CD

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 566-1212

FILED *Any pd. 20.00*

m/3:00pm
SEP 11 2006 *Notice to Defs.*

WAS
William A. Shaw
Prothonotary/Clerk of Courts *Statement to [initials] Any*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,)	
vs.	)	No. 2006-1135-CD
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$47,475.42, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 44,288.60
Interest from 06/22/06 through 09/05/06 (per diem \$10.828860)	812.16
Late Fees (5% of \$868.25/mo. pmt. or \$43.41/mo. for months of July and August, 2006).....	86.82
Legal Fees and Costs through 09/05/06	<u>2,287.84</u>
TOTAL.....	\$ 47,475.42

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

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for First Commonwealth Bank, Plaintiff

Plaintiff : First Commonwealth Bank
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: Harry B. Hepburn, 12 Overdorf Avenue, DuBois, PA 15801
Jacqueline M. Hepburn, 12 Overdorf Avenue, DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN, and
JACQUELINE M. HEPBURN,

Defendants.

CIVIL DIVISION

No. 2006-1135-CD

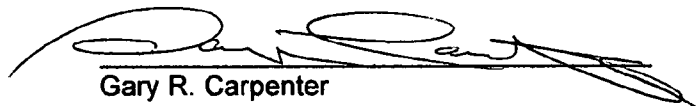
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF INDIANA)

SS:

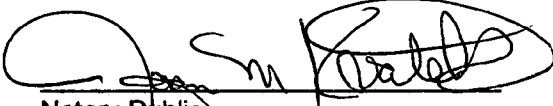
I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Harry B. Hepburn and Jacqueline M. Hepburn are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



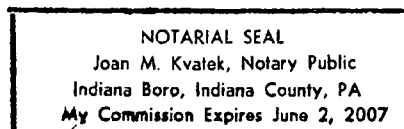
Gary R. Carpenter
Loan Workout Officer I
First Commonwealth Bank

Sworn to and subscribed before me

this 28th day of June, 2006.


Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO: Harry B. Hepburn
12 Overdorf Avenue
DuBois, PA 15801

DATE OF NOTICE: August 17, 2006


IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. 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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By: _____


Thomas E. Reiber, Esquire
Angels A. Abreu, Esquire
Attorneys for First Commonwealth Bank, Plaintiff

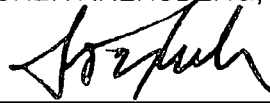
CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon Defendant, Harry B. Hepburn,
by depositing same in the United States Mail, first class postage prepaid, on the 17th day of
August, 2006 at the following address:

Harry B. Hepburn
12 Overdorf Avenue
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:



Thomas E. Reiber, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO: Jacqueline M. Hepburn
12 Overdorf Avenue
DuBois, PA 15801

DATE OF NOTICE: August 17, 2006


IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. 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.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By: _____


Thomas E. Reiber, Esquire
Angels A. Abreu, Esquire
Attorneys for First Commonwealth Bank, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon Defendant, Jacqueline M. Hepburn, by depositing same in the United States Mail, first class postage prepaid, on the 17th day of August, 2006 at the following address:

Jacqueline M. Hepburn
12 Overdorf Avenue
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By: _____


Thomas E. Reiber, Esquire

CIVIL DIVISION

No. 2006-1135-CD

VS.

Defendants.

282943.1:BF
11555-116738

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

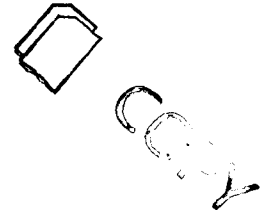
vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendants.

CIVIL DIVISION

No. 2006-1135-CD



NOTICE OF JUDGMENT

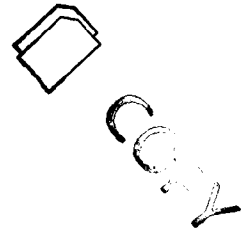
To: Jacqueline M. Hepburn
12 Overdorf Avenue
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on September 11, 2006, in the amount of **\$47,475.42**, plus continuing interest
at the contract rate together with costs, late charges, and attorneys fees.



Prothonotary, Clearfield County

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



First Commonwealth Bank
Plaintiff(s)

No.: 2006-01135-CD

Real Debt: \$47,475.42

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Harry B. Hepburn
Jacqueline M. Hepburn
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 11, 2006

Expires: September 11, 2011

Certified from the record this 11th day of September, 2006.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendant.

CIVIL DIVISION

No. 2006 - 1135 - CD

PRAECIPE TO ISSUE
WRIT OF EXECUTION IN
MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

CERTIFICATE OF ADDRESS:

243-245 W. Long Avenue
DuBois, Pennsylvania 15801
Tax Parcel I.D. No. 7-1-2-438

FILED 1000 Six writs
m/11:18/07 to Sheriff with
DEC 11 2006 prop. de ser.
William A. Shaw Atty. pd. 20.00
Prothonotary/Clerk of Courts
GK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

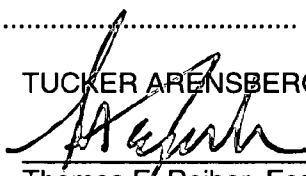
PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount	\$ 47,475.42
Interest from 06/23/06 through 12/31/06 (per diem \$10.828860)	2,068.31
Late Charges (5% of \$868.25/mo. pmt. or \$43.41/mo. for months of September through December, 2006)	173.64
Foreclosure Fees	<u>800.00</u>
Sub-total	\$ 50,517.37
Additional Interest to Sale Date (to be added by Prothonotary)	_____
Additional Late Charges to Date of Sale (to be added by Prothonotary)	_____
Costs (to be added by the Prothonotary)	<u>125.00</u> Prothonotary costs
Total	\$ _____

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for FIRST COMMONWEALTH BANK,
Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	


COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

I, Thomas E. Reiber, Esquire, counsel to First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Harry B. Hepburn and Jacqueline M. Hepburn, are not members of the military service of the United States of America to the best of my knowledge, information and belief.



Thomas E. Reiber

Sworn to and subscribed before me
this 8th day of December, 2006.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra J. Paranay, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009
Member, Pennsylvania Association of Notaries

289234.1:BF
11555-116738

FILED

DEC 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendant.

CIVIL DIVISION

No. 2006 - 1135 - CD

AFFIDAVIT PURSUANT TO
PA. R.C.P. 3129.1

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

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

FIRST COMMONWEALTH BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praecipe for Writ of Execution was filed the following information concerning the real property located at 243-245 W. Long Avenue, DuBois, Clearfield County, Commonwealth of Pennsylvania:

1. Name and address of the Owner(s) or Reputed Owner(s):

HARRY B. HEPBURN and	12 Overdorf Avenue
JACQUELINE M. HEPBURN	DuBois, Pennsylvania 15801

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

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK,	c/o	Thomas E. Reiber, Esquire
		Tucker Arensberg, P.C.
		1500 One PPG Place
		Pittsburgh, Pennsylvania 15222

LEASECOMM CORPORATION		10 M. Commerce Way
		Woburn, Massachusetts 01801

CALVARY PORTFOLIO	c/o	Frederic I. Weinberg, Esquire
SERVICES, LLC		21 S. 21 st Street
		Philadelphia, Pennsylvania 19103

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

FIRST COMMONWEALTH BANK,	c/o	Thomas E. Reiber, Esquire
		Tucker Arensberg, P.C.
		1500 One PPG Place
		Pittsburgh, Pennsylvania 15222

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER P. O. Box 289
Clearfield, Pennsylvania 16830

CLEARFIELD COUNTY TAX CLAIM Clearfield County Courthouse
1 North Second Street
Clearfield, Pennsylvania 16830

CITY OF DUBOIS c/o Alexis Stets, Tax Collector
P. O. Box 408
DuBois, Pennsylvania 15801

DUBOIS AREA c/o Alexis Stets, Tax Collector
SCHOOL DISTRICT P. O. Box 408
DuBois, Pennsylvania 15801

CLEARFIELD COUNTY c/o Alexis Stets, Tax Collector
P. O. Box 408
DuBois, Pennsylvania 15801

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

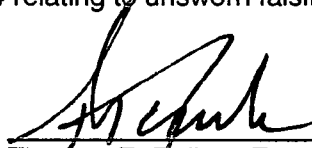
UNKNOWN

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


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

Dated: Dec. 8, 2006

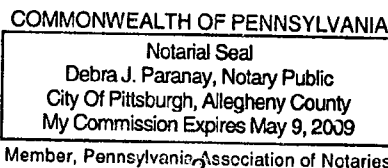
By: _____


Thomas E. Reiber, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 8th day of December, 2006.


Notary Public

My Commission Expires:



289234.1:BF/#11555-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendant.

CIVIL DIVISION

No. 2006 - 1135 - CD

AFFIDAVIT OF ACT 6

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

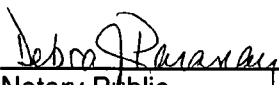
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was not required as the Mortgaged Premises are of a commercial use only.



Thomas E. Reiber, Esquire

Sworn to and subscribed before me
this 8th day of December, 2006.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra J. Parany, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

289234.1:BF
11555-116738

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendant.

CIVIL DIVISION

No. 2006 - 1135 - CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

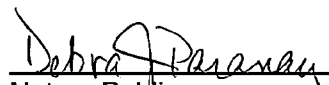
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was not required as the Mortgaged Premises are of a commercial use only.



Thomas E. Reiber, Esquire

Sworn to and subscribed before me
this 8th day of December, 2006.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Debra J. Parany, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

289234.1:BF
11555-116738

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendant.

CIVIL DIVISION

No. 2006 - 1135 - CD

AFFIDAVIT OF LAST KNOWN
ADDRESS OF DEFENDANTS

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

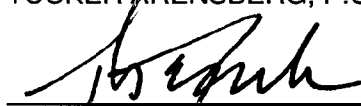
FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	
COMMONWEALTH OF PENNSYLVANIA	)	SS:
)	
COUNTY OF ALLEGHENY)	

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

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

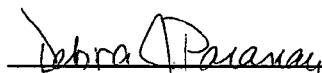
1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is 12 Overdorf Avenue, DuBois, Pennsylvania 15801.

TUCKER ARENSBERG, P.C.

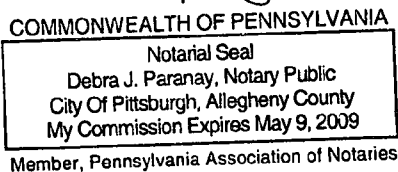


Thomas E. Reiber, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 8th day of December, 2006.


Notary Public

My Commission Expires:



289234.1:BF/#11555-116738

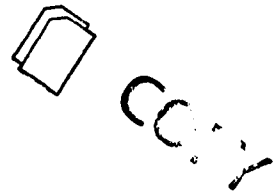
**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

First Commonwealth Bank

Vs.

NO.: 2006-01135-CD

Harry B. Hepburn and
Jacqueline M. Hepburn



TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, Plaintiff(s) from HARRY B. HEPBURN and JACQUELINE M. HEPBURN, Defendant(s):

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

(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:.....\$47,475.42
INTEREST from 06/23/06 through
12/31/06 (per diem \$10.828860):.....\$2,068.31
FORECLOSURE FEES:.....\$800.00
ATTY'S COMM: \$
DATE: 12/11/2006

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES (5% of \$868.25/mo. pmt.
or \$43.41/mo. for mos. of Sept.-Dec. 2006:.....\$173.64
OTHER COSTS: \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Booth Street (now West Long Avenue) at the corner of lot now or formerly owned by Mary M. Wingert;

THENCE along West Long Avenue, twenty-five and ten twelfths (25-10/12) feet to a corner of lot formerly owned by Community Loan Company (now or formerly Joseph M. Shankel);

THENCE along line of said lot in a Southerly direction, one hundred (100) feet to a post;

THENCE along lot of which this is a part, twenty-five and ten twelfths (25-10/12) feet to a post at line of land now or formerly owned by Mary M. Wingert;

THENCE along line of said lot in a Northerly direction, one hundred (100) feet to a post at West Long Avenue, the place of beginning.

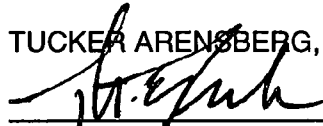
BEING KNOWN as 243-245 West Long Avenue, DuBois, Pennsylvania.

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

BEING the same premises granted and conveyed unto Harry B. Hepburn and Jacqueline M. Hepburn, husband and wife, by Deed of Carol Fossler, an unmarried individual, dated August 12, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on October 15, 1999 at Instrument No. 199917130.

CLEARFIELD COUNTY PARCEL NO. 7-1-2-438.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire

Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF HARRY B. HEPBURN AND JACQUELINE M. HEPBURN, OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN THE CITY OF DUBOIS, KNOWN AS 243-245 W. LONG AVE., DUBOIS, PA, BEING MORE FULLY DESCRIBED AT INSTRUMENT NO. 199917130. CLEARFIELD COUNTY TAX PARCEL NO. 7-1-2-438.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

HARRY B. HEPBURN and
JACQUELINE M. HEPBURN,

Defendants.

CIVIL DIVISION

2006-1135-CD
No. ~~2003-1859~~-CD

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

Filed on behalf of FIRST
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

SALE DATE: MARCH 2, 2007

FILED *no cc*
mt 10:33/07
JAN 17 2007 *WAS*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

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

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendants on the 10th day of January, 2007, and that the Notice of Sale was received by Defendants on the 12th day of January, 2007. True and correct copies of the Certified Mail Receipt Nos. 7004 2510 0001 0329 2419 and 7004 2510 0001 0329 2488 are attached hereto as Exhibit "A".

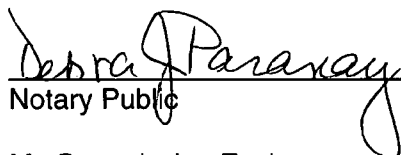
The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 10th day of January, 2007, as evidenced by P.S. Form 3817 attached hereto as Exhibit "B".

TUCKER ARENSBERG, P.C.

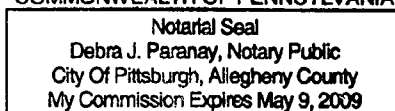


Thomas E. Reiber, Esquire

Sworn to and subscribed before me
this 15th day of January, 2007.


Notary Public

My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA



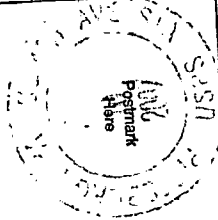
Member, Pennsylvania Association of Notaries

291706.1:BF/#11555-116738

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

OFFICIAL USE

Postage	\$ 34
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64



Sent To: Harry B Hepburn
 Street, Apt. No.: 311 W. Long Ave Apt B
 or PO Box No.: DuBois PA 15801-1866
 City, State, ZIP+4: DuBois PA 15801-1866
 PS Form 3811, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Harry B Hepburn
311 W. Long Ave
Apt B
DuBois PA 15801-1866

2. Article Number
 (Transfer from service label)

7004 2510 0001 0329 2419

PS Form 3811, February 2004

Domestic Return Receipt

1/555-116738

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Regina M. Hepburn
311 W. Long Ave
Apt B
DuBois PA 15801-1866

2. Article Number
 (Transfer from service label)

PS Form 3811, February 2004

7004 2510 0001 0329 2488

Domestic Return Receipt 1/555-116738

1025

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Harry B Hepburn ☒ Agent
☐ Addressee
 B. Received by (Printed Name) Harry B Hepburn
 C. Date of Delivery 1/12/07

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

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Harry B Hepburn ☒ Agent
☐ Addressee
 B. Received by (Printed Name) Harry B Hepburn
 C. Date of Delivery 1/12/07

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

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

EXHIBIT

591999

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

OFFICIAL USE

Postage	\$ 34
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64

Postmark
 Here

Sent To: Regina M. Hepburn
 Street, Apt. No.: 311 W. Long Ave Apt B
 or PO Box No.: DuBois PA 15801-1866
 City, State, ZIP+4: DuBois PA 15801-1866
 PS Form 3811, June 2002 See Reverse for Instructions

7004 2510 0001 0329 2488

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20483
NO: 06-1135-CD

PLAINTIFF: FIRST COMMONWEALTH BANK
vs.
DEFENDANT: HARRY B. HEPBURN AND JACQUELINE M. HEPBURN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/11/2006

LEVY TAKEN 12/14/2006 @ 11:40 AM

POSTED 12/14/2006 @ 11:40 AM

SALE HELD 03/02/2007

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$15,000.00 PLUS COSTS

WRIT RETURNED 04/02/2007

DATE DEED FILED 04/02/2007

PROPERTY ADDRESS 243-245 W. LONG AVENUE DUBOIS , PA 15801

FILED
01222007
APR 02 2007
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED HARRY B. HEPBURN
NOT SERVED HOUSE AT 12 OVERDORF AVENUE IS EMPTY.

@ SERVED JACQUELINE M. HEPBURN
NOT SERVED, HOUSE AT 12 OVERDORF AVENUE IS EMPTY.

01/12/2007 @ 11:29 AM SERVED HARRY B. HEPBURN

SERVED HARRY B. HEPBURN, DEFENDANT, AT HIS RESIDENCE 311 WEST LONG AVENUE, APT. B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY B. HEPBURN

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.

01/12/2007 @ 11:29 AM SERVED JACQUELINE M. HEPBURN

SERVED JACQUELINE M. HEPBURN, DEFENDANT, AT HER RESIDENCE 311 WEST LONG AVENUE, APT. B, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO HARRY B. HEPBURN, HUSBAND OF DEFENDANT/CO DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20483
NO: 06-1135-CD

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: HARRY B. HEPBURN AND JACQUELINE M. HEPBURN

Execution REAL ESTATE

SHERIFF RETURN


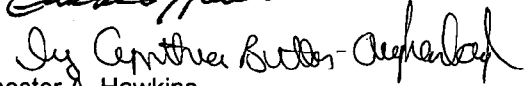
SHERIFF HAWKINS \$560.43

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

First Commonwealth Bank

Vs.

NO.: 2006-01135-CD

Harry B. Hepburn and
Jacqueline M. Hepburn

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK, Plaintiff(s) from HARRY B. HEPBURN and JACQUELINE M. HEPBURN, Defendant(s):

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

See Attached Descriptions

(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:.....\$47,475.42
INTEREST from 06/23/06 through
12/31/06 (per diem \$10.828860):.....\$2,068.31
FORECLOSURE FEES:.....\$800.00
ATTY'S COMM: \$
DATE: 12/11/2006

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES (5% of \$868.25/mo. pmt.
or \$43.41/mo. for mos. of Sept.-Dec. 2006:.....\$173.64
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 11th day
of December A.D. 2006
At 3:15 A.M./P.M.

Christina G. Haudenshield
Sheriff Sgt. Cynthia Butler-Ogden

Requesting Party: Thomas E. Reiber, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece, parcel or tract of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Booth Street (now West Long Avenue) at the corner of lot now or formerly owned by Mary M. Wingert;

THENCE along West Long Avenue, twenty-five and ten twelfths (25-10/12) feet to a corner of lot formerly owned by Community Loan Company (now or formerly Joseph M. Shankel);

THENCE along line of said lot in a Southerly direction, one hundred (100) feet to a post;

THENCE along lot of which this is a part, twenty-five and ten twelfths (25-10/12) feet to a post at line of land now or formerly owned by Mary M. Wingert;

THENCE along line of said lot in a Northerly direction, one hundred (100) feet to a post at West Long Avenue, the place of beginning.

BEING KNOWN as 243-245 West Long Avenue, DuBois, Pennsylvania.

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

BEING the same premises granted and conveyed unto Harry B. Hepburn and Jacqueline M. Hepburn, husband and wife, by Deed of Carol Fossler, an unmarried individual, dated August 12, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on October 15, 1999 at Instrument No. 199917130.

CLEARFIELD COUNTY PARCEL NO. 7-1-2-438.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire

Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 2006 - 1135 - CD
)	
vs.)	
)	
HARRY B. HEPBURN and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF HARRY B. HEPBURN AND JACQUELINE M. HEPBURN, OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE IN THE CITY OF DUBOIS, KNOWN AS 243-245 W. LONG AVE., DUBOIS, PA, BEING MORE FULLY DESCRIBED AT INSTRUMENT NO. 199917130. CLEARFIELD COUNTY TAX PARCEL NO. 7-1-2-438.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME HARRY B. HEPBURN

NO. 06-1135-CD

NOW, April 02, 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 March 02, 2007, I exposed the within described real estate of Harry B. Hepburn And Jacqueline M. Hepburn to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK the/she being the highest bidder, for the sum of \$15,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	300.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	26.93
ADD'L LEVY	
BID AMOUNT	15,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$560.43

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	47,475.42
INTEREST @ %	0.00
FROM TO 03/02/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	173.64
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	800.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,068.31
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,557.37

COSTS:

ADVERTISING	1,007.85
TAXES - COLLECTOR	593.06
TAXES - TAX CLAIM	4,288.10
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	560.43
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$6,891.94

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 OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

Case No. 2006-1135-CD

vs.

HARRY B. HEPBURN, and
JACQUELINE M. HEPBURN,

COMPLAINT IN
MORTGAGE FORECLOSURE

Defendants.

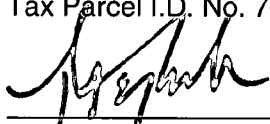
Filed on behalf of FIRST
COMMONWEALTH BANK Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 90855
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

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

243-245 W. Long Avenue
Dubois, PA 15801
Tax Parcel I.D. No. 7-1-2-438



Thomas E. Reiber, Esquire
Angela S. Abreu, Esquire
Attorneys for First Commonwealth Bank,
Plaintiff

FILED

FILE paid \$85.00
m 11:50am 6K 2 COMPLAINTS
JUL 17 2006 TO SHFF

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. _____
)	
vs.)	
)	
HARRY B. HEPBURN, and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

IMPORTANT NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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.

Pennsylvania Lawyer Referral Service
P. O. Box 186
Harrisburg, Pennsylvania 17108
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. _____
)	
vs.)	
)	
HARRY B. HEPBURN, and)	
JACQUELINE M. HEPBURN,)	
)	
Defendants.)	

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendants, Harry B. Hepburn and Jacqueline M. Hepburn, his wife ("Borrowers"), are adult individuals whose last known address is 12 Overdorf Avenue, Dubois, PA 15801.

3. On or about October 15, 1999, Borrowers executed and delivered a Promissory Note (the "Note") to the Bank whereby the Borrowers agreed to pay the Bank the principal amount of \$65,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated October 15, 1999 (the "Mortgage") given by the Borrowers to the Bank, granting the Bank a security interest in certain real property located in the City of Dubois, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") on October 15, 1999 at Instrument No. 199917131. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note for failure to make payments when due. The last payment made to the Bank by the Borrowers on the Note was on August 1, 2005, resulting in the Borrowers remaining due and owing on the Note for September 16, 2005, and all subsequent payments to date.

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

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

8. Act 6/91 notices pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) are not required as the Premises are of a commercial use only

9. The amount due Bank under the Guaranty, the Note and Mortgage as of June 21, 2006 is as follows:

Principal.....	\$39,525.34
Interest through June 21, 2006	2,822.50
(per diem \$10.828860)	
Late Fees	1,940.76
Costs	to be added
Attorney's Fees.....	<u>to be added</u>
TOTAL.....	\$ 44,288.60

10. The total amount now due to the Bank under the Note as of June 21, 2006 was Forty Four Thousand Two Hundred Eighty Eight and 60/100 Dollars (\$44,288.60), plus interest accruing from June 21, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Forty Four Thousand Two Hundred Eighty Eight and 60/100 Dollars (\$44,288.60), plus interest accruing from June 21, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees as authorized by the Guaranty, the Note and Mortgage, and costs of foreclosure and sale of the Premises.

TUCKER/ARENSBERG, P.C.



Thomas E. Reiber, Esquire
Pa. I.D. No. 41825
Angela S. Abreu, Esquire
Pa. I.D. No. 98055
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
Plaintiff

PROMISSORY NOTE

Principal \$55,000.00	Loan Date 10-15-1999	Maturity 11-01-2009	Loan No 12638	Call	Collateral	Account 0812082	Officer LJK	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: HARRY B HEPBURN (SSN: 170-54-4650)
JACQUELINE M HEPBURN (SSN: 205-60-3664)
12 OVERDORF AVE
DUBOIS, PA 15801

Lender: Deposit Bank, a division of First Commonwealth Bank
Mail Office
Shaffer Road
Dubois, PA 15801
(814) 371-5002

Principal Amount: \$65,000.00

Interest Rate: 10.000%

Date of Note: October 15, 1999

PROMISE TO PAY. HARRY B HEPBURN and JACQUELINE M HEPBURN ("Borrower") jointly and severally promise to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty Five Thousand & 00/100 Dollars (\$65,000.00), together with interest at the rate of 10.000% per annum on the unpaid principal balance from October 15, 1999, until paid in full.

PAYMENT. Borrower will pay this loan in 120 payments of \$668.25 each payment. Borrower's first payment is due December 1, 1999, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 1, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower 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 Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. 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. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's 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 or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower'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 Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor 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.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has 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 (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) 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 Borrower will pay that amount.

EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that 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 loan 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 expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Lender, all Borrower's right, title and interest in and to all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by, in addition to any other collateral, an Assignment of All Rents to Lender on real property described as "Real property located at 243/245 W LONG AVE, DUBOIS, PA 15801" and located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note; a Mortgage dated October 15, 1999, to Lender on real property described as "Real property located at 243/245 W LONG AVE, DUBOIS, PA 15801" and located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note; and a Mortgage dated October 15, 1999, to Lender on real property described as "Real property located at 12 OVERDORF AVE, DUBOIS, PA 15801" and located in CLEARFIELD County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

LIMITATION OF ACTION. If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

YEAR 2000 PROVISIONS. The Year 2000 Problem has not resulted in, and will not result in a material adverse change to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, and has not and will not impair materially the ability of the Borrower to duly and punctually pay or perform any of its obligations owed to the Lender. From time to time, within twenty (20) days after any request by the

EXHIBIT

A

Labels

PROMISSORY NOTE
(Continued)

Page 2

Lender, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem, in such detail as the Lender may reasonably request. In addition, the Borrower shall, upon any request of the Lender, permit the Lender, upon reasonable notice and during normal business hours, to meet with the Borrower's information systems and technologies employees and/or outside providers, to discuss the status of the Borrower's compliance efforts in connection with the Year 2000 Problem and the actual and anticipated costs thereof. The Borrower shall take all action necessary to insure the computer-based systems utilized by the Borrower are able to effectively process data and perform functions, including without limitation as to dates on or after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

LATE CHARGE. A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

SBA INDEMFICATION. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

SBA TERMS & CONDITIONS. THE INTEREST RATE ON THIS NOTE IS FIXED. THE INITIAL INTEREST RATE IS 10% PER YEAR. BORROWER MUST PAY PRINCIPAL AND INTEREST PAYMENTS OF \$858.98 MONTHLY, BEGINNING ONE MONTH FROM THE MONTH OF THIS NOTE; PAYMENTS MUST BE PAID ON THE FIRST CALENDAR DAY IN THE MONTHS THEY ARE DUE. LENDER WILL APPLY EACH INSTALLMENT PAYMENT FIRST TO PAY INTEREST ACCRUED TO THE DAY LENDER RECEIVES THE PAYMENT, THEN TO BRING PRINCIPAL CURRENT, THEN TO PAY ANY LATE FEES, AND WILL APPLY ANY REMAINING BALANCE TO REDUCE PRINCIPAL. THE "PRIME RATE" IS THE PRIME RATE PUBLISHED IN THE WALL STREET JOURNAL, IN EFFECT ON THE FIRST BUSINESS DAY OF THE MONTH IN WHICH A CHANGE OCCURS. IF SBA PURCHASES THE GUARANTEED PORTION OF THE UNPAID PRINCIPAL BALANCE, THE INTEREST RATE BECOME FIXED AT THE RATE IN EFFECT AT THE TIME OF THE EARLIEST UNCURED PAYMENT DEFAULT. IF THERE IS NO UNCURED PAYMENT DEFAULT, THE RATE BECOMES FIXED AT THE RATE IN EFFECT AT THE TIME OF PURCHASE. ALL REMAINING PRINCIPAL AND ACCRUED INTEREST IS DUE AND PAYABLE 10 YEARS FROM THE DATE OF NOTE. BORROWER AGREES THAT IF DEFAULT OCCURS ON THIS NOTE OR ON ANY OTHER OUTSTANDING SBA OR SBA-GUARANTEED LOAN, LENDER HAS THE OPTION TO MAKE THIS NOTE AND SUCH OTHER LOANS IMMEDIATELY DUE AND PAYABLE. **LATE CHARGE:** IF A PAYMENT ON THIS NOTE IS MORE THAN 10 DAYS LATE, LENDER MAY CHARGE BORROWER A LATE FEE UP TO 5% OF THE UNPAID PORTION OF THE REGULARLY SCHEDULED PAYMENT.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of the Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any 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; and take any other action deemed necessary by Lender without the consent of or notice to anyone. 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. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.


CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES 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  (Seal)
HARRY B. HEPBURN

X  (Seal)
JACQUELINE M. HEPBURN

RECORDATION REQUESTED BY:
Deposit Bank, a division of First Commonwealth Bank
Mail Office
Shaffer Road
Dubois, PA 15801

WHEN RECORDED MAIL TO:
Recorded Documents
CSC LS-Commercial
P.O. Box 400
Indiana, PA 15701

SEND TAX NOTICES TO:
HARRY B HEPBURN
JACQUELINE M HEPBURN
12 OVERDORF AVE
DUBOIS, PA 15801

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania
INSTRUMENT NUMBER
199917131
RECORDED ON
OCT 15, 1999
10:40:33 AM
RECORDING FEES - \$15.00
RECORDED
COUNTY IMPROVEMENT \$1.00
FURNISHING
REPAIRS
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE THIS IS A PURCHASE MONEY MORTGAGE

MAXIMUM LIEN. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$65,000.00.

THIS MORTGAGE dated October 15, 1999, is made and executed between **HARRY B HEPBURN** and **JACQUELINE M HEPBURN; HUSBAND & WIFE** (referred to below as "Grantor") and **Deposit Bank, a division of First Commonwealth Bank**, whose address is **Mail Office, Shaffer Road, Dubois, 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 thereunto belonging or in anywise 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**:

See **ATTACHED EXHIBIT "A"** HERETO, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **243/245 W LONG AVE, DUBOIS, PA 15801**.

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, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PURCHASE MONEY MORTGAGE. If any of the debt secured by this Mortgage is lent to Grantor to acquire title to the Real Property, this Mortgage shall be a purchase money mortgage under 42 P.S. Section 8141.

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 tenantable 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, at 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, losses, liabilities, damages, penalties, and expenses 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 of 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, including without limitation, the Americans With Disabilities Act. 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,

EXHIBIT

B

tabbies

satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor 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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a 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 all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following 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 permissible 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, materialman'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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) 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. The Real Property is or will 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, 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 if the estimated cost of repair or replacement exceeds \$5,000.00. 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.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures 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, (2) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. 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 Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be 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 or other personal property, 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 execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and 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 assemble the Personal 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.

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; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact 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, refilled, 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.

Attorney-in-Fact. 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 appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness 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. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

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.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the promissory note or Lender's ability to perform Grantor's obligations under this Mortgage or any related document.

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

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 or the dissolution or termination of Grantor's existence as a going business, 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.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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 of any of the Indebtedness or any Guarantor 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, guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure 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 (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure 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 and all of the remedies available to Lender under the Uniform Commercial Code and any other applicable law.

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor 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 designates Lender as Grantor's attorney-in-fact 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.

Possession of the Property. For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial 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 shall 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.

Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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 adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that 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 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 actually 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. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

SBA INDEMNIFICATION. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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.

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. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

ALL that certain piece, parcel or tract of land situate, lying and being, in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Booth Street (now West Long Avenue) at the corner of lot now or formerly owned by Mary M. Wingert;

THENCE along West Long Avenue, twenty-five and ten twelfths ($25 \frac{10}{12}$) feet to a corner of lot formerly owned by Community Loan Company (now or formerly Joseph M. Shankel);

THENCE along line of said lot in a Southerly direction, one hundred (100) feet to a post;

THENCE along lot of which this is a part, twenty-five and ten twelfths ($25 \frac{10}{12}$) feet to a post at line of land now or formerly owned by Mary M. Wingert;

THENCE along line of said lot in a Northerly direction, one hundred (100) feet to a post at West Long Avenue, the place of beginning.

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

Exhibit "A"

MORTGAGE
(Continued)

Page 5

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.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means HARRY B HEPBURN and JACQUELINE M HEPBURN, and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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 HARRY B HEPBURN and JACQUELINE M HEPBURN.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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. However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien paragraph of this Mortgage.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated October 15, 1999, in the original principal amount of \$65,000.00 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 this Mortgage is November 1, 2009.

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, guaranties, 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 *Harry B Hepburn* (Seal)
HARRY B HEPBURN

x *Jacqueline M Hepburn* (Seal)
JACQUELINE M HEPBURN

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:
Mail Office, Shaffer Road, Dubois, PA 15801

Tracy Miles
Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

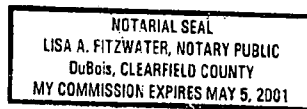
COMMONWEALTH OF PENNSYLVANIA

)
) SS
)

COUNTY OF CLEARFIELD

On this, the 15th day of October, 19 99, before me Lisa A. Fitzwater, the undersigned Notary Public, personally appeared HARRY B HEPBURN; JACQUELINE M HEPBURN, 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.

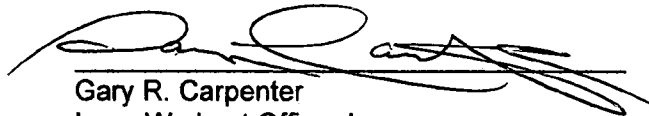
In witness whereof, I hereunto set my hand and official seal.



Lisa A. Fitzwater
Notary Public in and for the State of Pennsylvania

VERIFICATION

I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Special Assets Officer, I am duly authorized to make this authorization on behalf of the Bank.

A handwritten signature in black ink, appearing to read 'Gary R. Carpenter', is written over a horizontal line.

Gary R. Carpenter
Loan Workout Officer I
First Commonwealth Bank

FILED

JUL 17 2006

William A. Shaw
Prothonotary/Clerk of Courts