

2006-1923-CD  
First Commonwealth vs Richard Grout

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

vs.

No. 06-1923-CD

RICHARD E. GROUT,

Defendant.

COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Timothy A. Krieger, Esquire  
Pa. I.D. N. 65250  
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 certify that the properties  
to be foreclosed upon are:

327-329 West Long Ave.  
DuBois, PA 15801  
Tax Parcel No. 7-1-2-399

132-136 West Long Ave.  
DuBois, PA 15801  
Tax Parcel Nos. 7-2-1-80 and  
7-2-1-81

20-22-24 East Long Ave.  
DuBois, PA 15801  
Tax Parcel No. 7-2-1-177

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire

Angela S. Abreu, Esquire  
Counsel for First Commonwealth Bank, Plaintiff

**FILED**  
M 11/14/06 Atty ad  
NOV 17 2006 \$5.00  
cc 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. )  
RICHARD E. GROUT, )  
Defendant. )

**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. )  
RICHARD E. GROUT, )  
Defendant. )

**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. Defendant, Richard E. Grout ("Borrower"), is an adult individual whose last known address is 27 Tower Lane, DuBois, Pennsylvania 15801.
3. On or about February 17, 2006, Borrower executed and delivered a Promissory Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$209,000.00, 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 Purchase Money Mortgage dated February 17, 2006("Mortgage") given by Borrower to the Bank, granting the Bank a security interest in certain real properties 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 February 27, 2006 at Instrument No. 200602925. 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 Borrower is in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrower on the Note and Mortgage was on July 17, 2006, resulting in Borrower remaining due and owing on the Note and Mortgage for June 17, 2006, and all subsequent payments to date.

6. The Defendant is the real and record owners of the Premises.

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

8. On or about June 16, 2006, Bank sent Defendant written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). A true and correct copy of the notice marked as Exhibit "C" is attached hereto and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of August 25, 2006 is as follows:

Principal.....	\$ 208,998.52
Interest through August 25, 2006.....	3,404.85
(per diem \$42.089961)	
Late Fees .....	197.24
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$ 212,600.61

10. The total amount now due to the Bank under the Note and Mortgage as of August 25, 2006 was Two Hundred Twelve Thousand Six Hundred and 61/100 Dollars (\$212,600.61), plus interest accruing from August 25, 2006 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Two Hundred Twelve Thousand Six Hundred and 61/100 Dollars (\$212,600.61), plus continuing interest at the contract rate from August 25, 2006, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Timothy A. Krieger, Esquire  
Pa. I.D. No. 65250  
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

283326.1:BF  
11555-129806

# PROMISSORY NOTE

Principal \$209,000.00	Loan Date 02-17-2006	Maturity 05-17-2021	Loan No. 89001	Call / Coll L/K 2021	Account 9554729877	Officer ***	Initials LJK
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:** Richard E Grout (SSN: 554-72-9877)  
27 Tower Lane Unit A  
DuBois, PA 15801

**Lender:** FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801  
(800) 711-2265

**Principal Amount:** \$209,000.00

**Date of Note:** February 17, 2006

**PROMISE TO PAY.** Richard E Grout ("Borrower") promises to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Nine Thousand & 00/100 Dollars (\$209,000.00), together with interest on the unpaid principal balance from February 17, 2006, until paid in full.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule: 3 monthly consecutive interest payments, beginning March 17, 2006, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; 33 monthly consecutive principal and interest payments in the initial amount of \$1,972.50 each, beginning June 17, 2006, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; 146 monthly consecutive principal and interest payments in the initial amount of \$1,971.43 each, beginning March 17, 2009, with interest calculated on the unpaid principal balances at an interest rate based on the 3 Year FHLB rate as quoted by the Pittsburgh Federal Home Loan Bank on the last business day of the week preceding the "rate change event" week (currently 5.040%), plus a margin of 2.900 percentage points, resulting in an initial interest rate of 7.940%; and one principal and interest payment of \$1,970.65 on May 17, 2021, with interest calculated on the unpaid principal balances at an interest rate based on the 3 Year FHLB rate as quoted by the Pittsburgh Federal Home Loan Bank on the last business day of the week preceding the "rate change event" week (currently 5.040%), plus a margin of 2.900 percentage points, resulting in an initial interest rate of 7.940%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then 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.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 3 Year FHLB rate as quoted by the Pittsburgh Federal Home Loan Bank on the last business day of the week preceding the "rate change event" week (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each 3 years (the "rate change event"). Borrower understands that Lender may make loans based on other rates as well. The initial rate is based on the Index as of February 17, 2006 which was 5.040% per annum. Initially, the interest rate to be applied to the unpaid principal balance of the Note is 7.250%. After the first rate change event, the interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this Promissory Note prior to twelve (12) months to the Maturity Date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one percent (1%) of the principal amount outstanding at the time of Prepayment. Except for the foregoing, Borrower may pay 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. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note by 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 interest rate applicable to this Note at the time judgment is entered.

**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, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**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 if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EXHIBIT

**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.** To the extent permitted by applicable law, Lender reserves a right of setoff in 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 setoff 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 Mortgage of even date herewith on real estate located in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, to be conveyed to Richard E. Grout, married, by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife; AND Real estate located in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, to be conveyed to Richard E. Grout, married, by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife; AND Real estate located in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, to be conveyed to Richard E. Grout, married, by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife; AND Real estate located in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, to be conveyed to Richard E. Grout, married, by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife; said deeds to be recorded immediately prior to the recording of the mortgage AND Assignment of Rents on premises known as 327-329 West Long Avenue, DuBois, PA AND Assignment of Rents on premises known as 134-136 West Long Avenue, DuBois, PA AND Assignment of Rents on premises known as 20-22-24 East Long Avenue, DuBois, PA .

**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.

**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.

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

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; 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, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. 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)  
Richard E Grout

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

## \*RETURN DOCUMENT TO:

PROFESSIONAL REAL ESTATE SETTLEMENT  
SERVICES INC  
713 FIFTH AVE, SUITE 4  
NEW KENSINGTON, PA 15068

Instrument Number - 200602925  
Recorded On 2/27/2006 At 10:02:21 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 10

Invoice Number - 144350

\* Mortgagor - GROUT, RICHARD E

\* Mortgagee - FIRST COMMONWEALTH BANK

\* Customer - PROFESSIONAL REAL ESTATE SETTLEMENT SERVICES INC

### \* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$23.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$38.50

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



*Karen L. Starck*

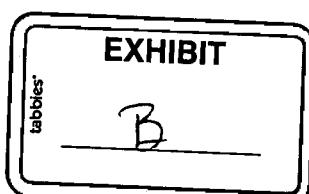
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



Parcel Identification  
Number:

**RECORDATION**

REQUESTED BY:  
FIRST COMMONWEALTH  
BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL**

TO:  
First Commonwealth Bank  
FCSC Loan Services -  
Commercial Loans  
654 Philadelphia Street  
Indiana, PA 15701

**SEND TAX NOTICES TO:**

Richard E Grout  
27 Tower Lane Unit A  
DuBois, PA 15801

**FOR RECORDER'S USE ONLY**

**MORTGAGE  
THIS IS A PURCHASE MONEY MORTGAGE**

Amount Secured Hereby: \$209,000.00

THIS MORTGAGE dated February 17, 2006, is made and executed between Richard E Grout; Married (referred to below as "Grantor") and FIRST COMMONWEALTH BANK, whose address is 2 East Long Avenue, P.O. Box 607A, 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, passageways, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Clearfield County, Commonwealth of Pennsylvania:

All those certain parcels situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, being the same premises which are being conveyed to mortgagor by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife, by deed dated February 9, 2006 AND being the same premises which are being conveyed to mortgagor by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife, by deed dated February 9, 2006 AND being the same premises which are being conveyed to mortgagor by deed of Jerry L Bloom and Jennifer A Bloom, husband and wife, by deed dated February 9, 2006 and to be recorded in the Office of the Recorder of Deeds of Clearfield County immediately prior to the recording of this mortgage; said parcels are further described on the attached Exhibit "A"

The Real Property or its address is commonly known as 327-329 West Long Avenue AND 134-136 West Long Avenue AND 20-22-24 East Long Avenue, 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 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$209,000.00, 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 tenable 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



way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property 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.

**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; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. 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, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness 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.

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

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

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

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



sufficient to produce compliance as soon as reasonably practical.

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

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

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

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

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

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

**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 non-judicial sale.

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

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

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

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

**Notice of Sale.** Lender 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of 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. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any 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.



**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.

**Caplon 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.

**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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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.

**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 Richard E Grout and includes all co-signers and co-makers signing the Note.

**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 Richard E Grout.

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

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

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, add-ons, 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.

**Lender.** The word "Lender" means 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 February 17, 2006, in the original principal amount of \$209,000.00 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. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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.

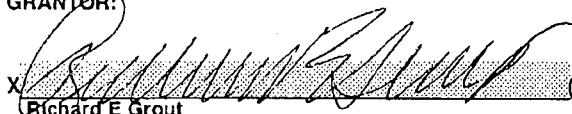
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND 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  (Seal)  
Richard E Grout

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FIRST COMMONWEALTH BANK, herein is as follows:  
Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801

  
Lee J. Kebabpa, P.A.  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

)

COUNTY OF CLEARFIELD

) SS

)

17<sup>th</sup>

FEBRUARY

2006

JOTW

On this, the 17<sup>th</sup> day of FEBRUARY, 2006, before me JOTW, before me Richard E Grout, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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



Notary Public in and for the State of PENNA

Notarial Seal John G. Petruna, Notary Public City of St. Mary's, Elk County My Commission Expires Apr. 28, 2007
--

Member, Pennsylvania Association of Notaries

Lawyers Title Insurance Corporation

Commitment Number: 2005-377 GROUT, R.

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

All that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

Beginning at a post on Orange Alley; thence by Booth Street (now West Long Avenue) South 62 1/2 degrees East 20 feet to a post; thence by lands now or formerly of F.W. Prothero; South 27 1/2 degrees West 180 feet to a post on West Spruce Alley; thence by West Spruce Alley, North 62 1/2 degrees West 20 feet to a post at Orange Alley; thence by Orange Alley, North 27 1/2 degrees East 180 feet to a post, the place of beginning.

Being more fully described in the Recorder of Deeds Office of Clearfield County in Deed Book Volume 199908238 dated 05/13/1999 and recorded 05/21/1999.

Being also known as Tax I.D. #7-1-2-399.

and

All that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

Beginning at a post on East Long Avenue at corner of land now or formerly owned by the Baptist Church; thence by land now or formerly of the Baptist Church, Southerly 160 feet, more or less, to a post on an alley; thence by said alley, Westerly 19 feet 6 inches to a post and land now or formerly of W.C. Pentz; thence by land now or formerly of W.C. Pentz and by a line parallel with the original lot lines and at all points 19 feet and 6 inches from the Baptist Church line Northerly 160 feet, more or less, to a post on Long Avenue; thence by Long Avenue, Easterly 19 1/2 feet to the place of beginning. Bounded North by Long Avenue; East by Baptist Church; South by an alley; West by land now or formerly of W.C. Pentz.

Being more fully described in the Recorder of Deeds Office of Clearfield County in Deed Book Volume 1928, page 272 dated 04/30/1998 and recorded 05/01/1998.

Being also known as Tax I.D. #7-2-1-177

and

All that certain lot or piece of ground situate in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Parcel No. 1:

Being part of the lot known on the John DuBois plan of lots as No. 7; beginning on the North side of West Long Avenue, thirty (30) feet easterly from the Southwest corner of said Lot No. 7 and running then easterly by Long Avenue thirty (30) feet to the Southeast corner of said lot and the corner of Lot No. 8; thence along the line between Lot No. 7 and No. 8, one hundred and sixty (160) feet to a post at an alley; thence westerly along said alley, thirty (30) feet to the intersection of a line drawn at right angles with Long Avenue from the place of beginning, said line being at all points thirty (30) feet distant from the division line between Lots No. 7 and 8 and being a part of Lot No. 7.

ALTA Commitment  
Schedule C

(2005-377 GROUT, R..PFD/2005-377 GROUT, R./49)

**SCHEDULE C**  
(Continued)

Commitment Number: 2005-377 GROUT, R.

Parcel No. 2:

Beginning on the North side of Long Avenue at the distance of 15 feet easterly from the Southwest corner of Lot No. 7 and running thence easterly, bounding on the North side of Long Avenue 160 feet to an alley; thence westerly, bounded on the South side of said alley 15 feet to intersect a line drawn at right angles with Long Avenue from the place of beginning; and thence reversing the line so drawn, and bounding thereon southerly 160 feet to the place of beginning. Being part of Lot No. 7 on the plan of lots.

Being more fully described in the Recorder of Deeds Office of Clearfield County in Deed Book Volume 1822, page 24 dated 02/19/1997 and recorded 02/21/1997.

Being also known as Tax I.D. #7-2-1-80.

ALTA Commitment  
Schedule C

(2005-377 GROUT, R..PFD/2005-377 GROUT, R./49)

Date: June 16, 2006

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Richard E. Grout

PROPERTY ADDRESS: 327-329 West Long Avenue and 134-136 West Long Avenue, and 20-22-24 East Long Avenue, Dubois PA 15801

LOAN ACCT. NO.: 9554729877-89001

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

EXHIBIT

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: 327-329 West Long Avenue and 134-136 West Long Avenue, and 20-22-24 East Long Avenue, Dubois

**PA 15801**

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: April 17th, 2006 thru June 17th, 2006 principal and interest totaling \$4,539.99

Other charges (explain/itemize): Late fees of \$128.36

**TOTAL AMOUNT PAST DUE: \$4,668.35**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,668.35, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**FIRST COMMONWEALTH BANK**  
654 PHILADELPHIA STREET  
INDIANA PA 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if**

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank

Address: 654 Philadelphia Street, Indiana PA 15701

Phone Number: 724-463-2415

Fax Number: (724) 463-2581

Contact Person: Gary R. Carpenter

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

CLEARFIELD COUNTY

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

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5113

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



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments

RICHARD E GROUT  
27 TOWER LANE  
DUBOIS PA 15801



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments

**CERTIFIED MAIL™**



7006 0810 0006 3846 6034  
7006 0810 0006 3846 6034

<b>Attn: Greg Computer Geek</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

RICHARD E GROUT  
27 TOWER LANE  
DUBOIS PA 15801

Sent To Richard E GROUT 27 Tower Lane DUBOIS PA 15801	
Street, Apt. No., or P.O. Box No.	7
City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse of Institution	

Postmark  
Here

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

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



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments



7006 0810 0006 3846 6058  
7006 0810 0006 3846 6058

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

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

Postmark  
Here

*Richard E GROUT  
134-136 West Long Avenue  
DUBOIS PA 15801*

RICHARD E  
134-136 WE  
DUBOIS PA

PS Form 3800, June 2002  
See Reverse for Instructions



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments

RICHARD E GROUT  
134-136 WEST LONG AVENUE  
DUBOIS PA 15801



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments

RICHARD E GROUT  
327-329 WEST LONG AVENUE  
DUBOIS PA 15801



# FIRST Commonwealth

## First Commonwealth Bank

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

Banking  
Insurance  
Trust  
Financial Management  
Investments



7006 0810 0006 3846  
7006 0810 0006 3846

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

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

Postage  
\$  
Certified Fee  
Return Recipient Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees  
\$  
Postmark  
Here  
Sent to *RICHARD E GROUT*  
327-329 WEST LONG AVENUE  
DUBOIS PA 15801  
Street, Apt. No. 327-329 West Long Ave  
or P.O. Box No. 327-329 West Long Ave  
City, State Zip Code  
PA 15801  
PS Form 380, June 2002  
See Reverse for Instructions



**CERTIFIED MAIL™**



**FIRST**  
Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

**First Commonwealth Bank**

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400



2006 0810 0006 3846 6027  
2006 0810 0006 3846 6027

**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Sent To	Richard E Grount 20-22-24 EAST LONG AVENUE DUBOIS PA 15801		
Street, Apt. No., or PO Box No.	20-22-24 City, State PA	Postage	
(Endorsement Required)		Certified Fee	
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$	

Postmark  
Here

See Reverse for Instructions

PS Form 3800, June 2002



**FIRST**  
Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

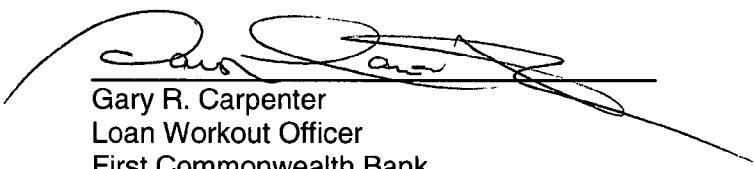
**First Commonwealth Bank**

Central Offices: Philadelphia and 6th Streets, P.O. Box 400  
Indiana, PA 15701-0400

RICHARD E GROUT  
20-22-24 EAST LONG AVENUE  
DUBOIS PA 15801

**VERIFICATION**

I, Gary R. Carpenter, Loan Workout Officer, 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 Loan Workout Officer, I am duly authorized to make this authorization on behalf of the Bank.



Gary R. Carpenter  
Loan Workout Officer  
First Commonwealth Bank

283326.1:BF  
11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102163  
NO: 06-1923-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICHARD E. GROUT

FILED  
01/13/07  
FEB 27 2007  
S

SHERIFF RETURN

William A. Shaw  
Clerk of Courts

NOW, December 14, 2006 AT 1:17 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD E. GROUT DEFENDANT AT WORK: DUBOIS HOSPITAL EAST, ROOM 204, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DR. RICHARD E. GROUT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	293252	10.00
SHERIFF HAWKINS	ARENSBERG	293252	68.73

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harr*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 2006-1923-CD

vs.

RICHARD E. GROUT,

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

FILED Atty pd. 20.00  
M 11/18/2007 Notice to Def.  
JUL 27 2007 Statement to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty  
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. 2006-1923-CD  
RICHARD E. GROUT, )  
Defendant. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

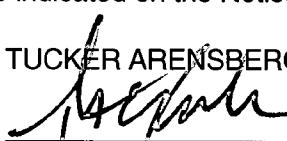
TO: Prothonotary

Kindly enter Judgment against the Defendant above named in default of an Answer, in the amount of \$230,881.00, 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 .....	\$ 212,600.61
Interest from 08/26/06 through 07/24/07 (per diem \$42.089961) .....	13,973.86
Late Fees (5% of \$1,972.50/mo. pmt. or \$98.63/mo. for months of Aug thru Dec, 2006, Jan. thru July, 2007)..	1,183.56
Legal Fees and Costs through 01/22/07 .....	<u>3,122.97</u>
<b>TOTAL</b> .....	<b>\$ 230,881.00</b>

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  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

Plaintiff : First Commonwealth Bank  
c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendant: Richard E. Grout, 27 Tower Lane, Dubois, PA 15801

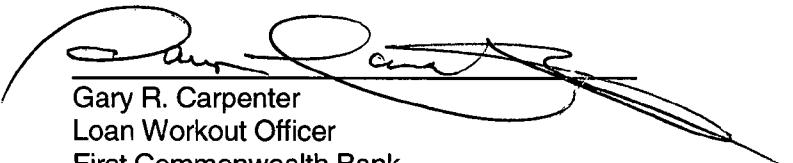
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. D6-1923-CD.  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

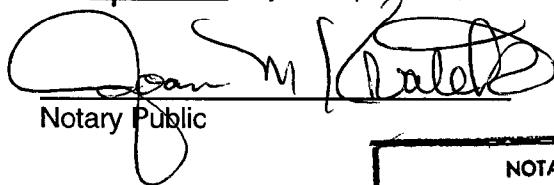
**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA ) SS:

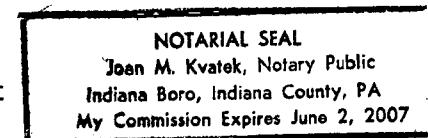
I, Gary R. Carpenter, Loan Workout Officer, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendant, Richard E. Grout, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.

  
Gary R. Carpenter  
Loan Workout Officer  
First Commonwealth Bank

Sworn to and subscribed before me  
this 15<sup>th</sup> day of September, 2006.

  
Jean M. Kvatek  
Notary Public

My Commission Expires:



283326.1:BF/#11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 06-1923-CD  
)  
vs. )  
)  
RICHARD E. GROUT, )  
)  
Defendant. )

TO: Richard E. Grout  
27 Tower Lane  
DuBois, PA 15801

DATE OF NOTICE: January 8, 2007

**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:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon Defendant, Richard E. Grout, by depositing same in the United States Mail, first class postage prepaid, on the 8<sup>th</sup> day of January, 2006 at the following address:

Richard E. Grout  
27 Tower Lane  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Timothy A. Krieger, Esquire  
Angela S. Abreu, Esquire

291176.1:BF  
11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. 2006-1923-CD  
RICHARD E. GROUT, )  
Defendant. )

COPY

**NOTICE OF JUDGMENT**

To: Richard E. Grout  
27 Tower Lane  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on July 27, 2007, in the amount of **\$230,881.00**, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.

  
\_\_\_\_\_  
Prothonotary, Clearfield County

292446.1:BF  
11555-129806

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

COPY

First Commonwealth Bank  
Plaintiff(s)

No.: 2006-01923-CD

Real Debt: \$230,881.00

Atty's Comm: \$

Vs.

Costs: \$

Richard E. Grout  
Defendant(s)

Int. From: \$

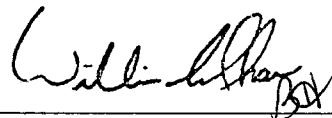
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 27, 2007

Expires: July 27, 2012

Certified from the record this 27th day of July, 2007.



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,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

PRAECIPE TO ISSUE  
WRIT OF EXECUTION IN  
MORTGAGE FORECLOSURE

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

327-329 West Long Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel No. 7-1-2-399

132-136 West Long Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel Nos.:  
7-2-1-80 and 7-2-1-81

20-22-24 East Long Avenue  
DuBois, Pennsylvania 15801  
Tax Parcel No. 7-2-1-177

FILED Atty pd. 20.00  
m) 11:52 AM 2007 1ccolewnts  
SEP 05 2007 w/prop. desc.  
William A. Shaw to Sheriff  
Prothonotary/Clerk of Courts

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

## **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 ..... \$230,881.00

Interest from 07/25/07 through 08/31/07  
(per diem \$42.089961)..... 1,557.33

Late Charges (5% of \$1,972.50/mo. pmt. or \$98.63/mo.  
for months August, 2007) ..... 98.63

Foreclosure Fees ..... 800.00

Sub-total..... \$233,336.96

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)..... 125.00

Total..... \$ \_\_\_\_\_

TUCKER ARENSBERG, P.C.

Thomas E. Reiber, Esquire

Michael J. Stauber, Esquire

Attn: Attorneys for First Commonwealth Bank, Plaintiff

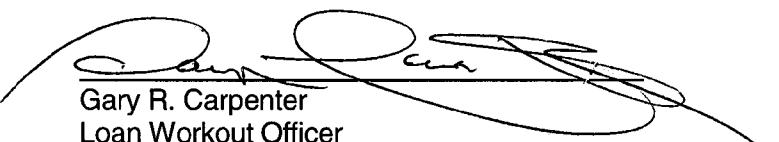
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. OLE-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

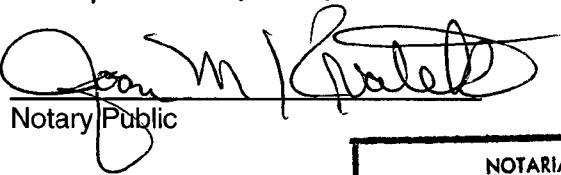
COMMONWEALTH OF PENNSYLVANIA ) SS:  
COUNTY OF INDIANA )

I, Gary R. Carpenter, Loan Workout Officer, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendant, Richard E. Grout, is not a member of the military service of the United States of America to the best of my knowledge, information, and belief.



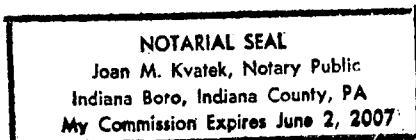
Gary R. Carpenter  
Loan Workout Officer  
First Commonwealth Bank

Sworn to and subscribed before me  
this 15<sup>th</sup> day of September, 2006.



Notary Public

My Commission Expires:



283326.1:BF/#11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

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

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
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  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

**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 Praeclipe for Writ of Execution was filed the following information concerning the real properties located at (a) 327-329 West Long Avenue, DuBois, PA 15801 (Tax Parcel No. 7-1-2-399); (b) 132-136 West Long Avenue, DuBois, PA 15801 (Tax Parcel Nos. 7-2-1-80 and 7-2-1-81); and (c) 20-22-24 East Long Avenue, DuBois, PA 15801 (Tax Parcel No. 7-2-1-177):

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

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

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

JERRY L. BLOOM P. O. Box 93  
Grampian, Pennsylvania 16838

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 SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector 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:

CLEARFIELD COUNTY DOMESTIC RELATIONS	230 E. Market Street Clearfield, Pennsylvania 16830
MERS, as Nominee for BAY CAPITAL CORP.	10811 Red Run Boulevard, Suite 200 Owings Mills, Maryland 21117
MERS, as Nominee for BAY CAPITAL CORP.	P. O. Box 2026 Flint, Michigan 48501-2026
CAPITAL ONE AUTO FINANCE	P. O. Box 93016 Long Beach, California 90809-3016
CHASE HOME FINANCE	P. O. Box 830016 Baltimore, Maryland 21283-0016
CHASE HOME FINANCE	3415 Vision Drive Columbus, Ohio 43219
PHELAN HALLINAN & SCHMIEG LLP	One Penn Center Plaza, Suite 1400 Philadelphia, Pennsylvania 19103
CITIMORTGAGE, INC.	P. O. Box 183040 Columbus, Ohio 43218-3040
CITIMORTGAGE, INC.	1000 Technology Drive O'Fallon, Missouri 63368

BIRGITTA E. GROUT	35315 Bryant Court Yucaipa, California 92399
AT & T UNIVERSAL CARD	Attention: Legal Department P. O. Box 183059 Columbus, Ohio 43218-3059
NATIONAL FINANCIAL SYSTEMS	600 W. John Street P. O. Box 9046 Hicksville, New York 11802-9046
AMERICAN GENERAL FINANCE	Liberty Marketplace 22 Hoover Avenue, Suite 160 DuBois, Pennsylvania 15801-2450
AYDEN SHAFFER-DOAN	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
BLOOM ELECTRIC	8164 Clearfield Curwensville Highway Clearfield, Pennsylvania 16830-3515
CAPITAL ONE	Attention: Legal Department P. O. Box 790216 St. Louis, Missouri, 63179-0216
CHASE	Attention: Legal Department P. O. Box 15153 Wilmington, Delaware 19886-5153
CITIFINANCIAL SERVICES, INC.	280 Commons Drive DuBois, Pennsylvania 15801
CITY OF DUBOIS BUREAU OF WATER	P. O. Box 408 DuBois, Pennsylvania 15801-0408
DRMC	145 Hospital Avenue P. O. Box 447 DuBois, Pennsylvania 15801-0447
FIRST PREMIER BANK	Attention: Legal Department P. O. Box 5147 Sioux Falls, South Dakota 57117-5147
GM CARDMEMBER SERVICES	Attention: Legal Department P. O. Box 37281 Baltimore, Maryland 21297-3281
HSBC	Attention: Legal Department Orchard Bank P. O. Box 17051 Baltimore, Maryland 21297-1051

ATLANTIC CREDIT & FINANCE	Attention: Legal Department 3353 Orange Avenue, NE Roanoke, Virginia 24012-6335
DAVID DUFEK, ESQUIRE	2655 Camino Dell Rio North, Suite 203 San Diego, California 92108
J. C. PENNEY	Attention: Legal Department P. O. Box 960001 Orlando, Florida 32896-0001
JERJIS ALAJAJI, M.D.	25 Tower Lane, Apartment B DuBois, Pennsylvania 15801
JOHN SIAR, M.D.	Gateway Medical Associates 635 Maple Avenue, #C DuBois, Pennsylvania 15801
KAREN SHAFFER	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
LOWES	Attention: Legal Department P. O. Box 530914 Atlanta, Georgia 30353-0914
MARY JONES	Tower Lane Condominium Association 27 Tower Lane, Apartment B DuBois, Pennsylvania 15801-1157
NATIONAL CITY	Attention: Legal Department P. O. Box 856176 Louisville, Kentucky 40285-6176
WELTMAN, WEINBERG & REIS CO.	323 W. Lakeside, Suite 200 Cleveland, Ohio 44113
NATIONAL FUEL	Attention: Legal Department 1 Relief Street Oil City, Pennsylvania 16301-1001
PENELEC	Attention: Legal Department P. O. Box 3687 Akron, Ohio 44308-3687
PREMIER BANK CARD	Attention: Legal Department P. O. Box 5524 Sioux Falls, South Dakota 57117-5524
SEARS PAYMENT CENTER	Attention: Legal Department P. O. Box 182149 Columbus, Ohio 43218-2149

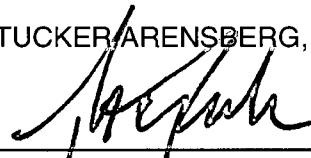
SHAWN'S APPLIANCE SERVICE	260 Walltown Road Grampian, Pennsylvania 16838-8519
THE MANAGEMENT CO.	19 S. Highland Street DuBois, Pennsylvania 15801-2120
TIMOTHY DOAN	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
SHANIN SPECTOR, ESQUIRE	1525 Locust Street Philadelphia, Pennsylvania 19102-3732
TREASURE LAKE POA	13 Treasure Lake DuBois, Pennsylvania 15801
VEOLIA ENVIRONMENTAL SERVICES	6330 Route 219 Brockway, Pennsylvania 15824-5016
WALMART	Attention: Legal Department P. O. Box 960023 Orlando, Florida 32896-0023

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.

TUCKER ARENSBERG, P.C.

Dated: Aug. 31, 2007 By: Thomas E. Reiber, Esquire

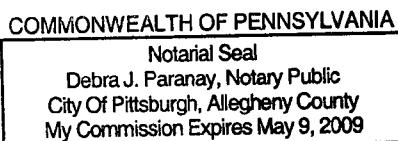
  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31st day of August, 2007.

  
Debra J. Paranay  
Notary Public

My Commission Expires:

304255.1:BF/#11555-26422



Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

AFFIDAVIT OF ACT 6

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

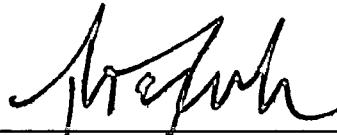
Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
vs. )  
Plaintiff, ) No. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

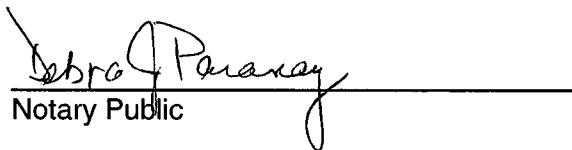
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and  
says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S.  
§403 (Act 6 of 1974), was sent to Defendant on or about June 16, 2006.

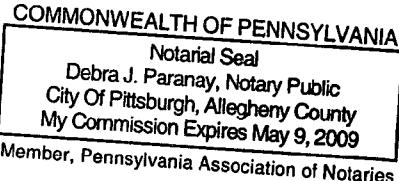


Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31st day of August, 2007.

  
\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:



304255.1:BF  
11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

AFFIDAVIT OF ACT 91

RICHARD E. GROUT,

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
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. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

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 sent to Defendant on or about June 16, 2006.



Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31<sup>st</sup> day of August, 2007.



Debra J. Paranay  
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

304255.1:BF  
11555-129806

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

AFFIDAVIT OF LAST KNOWN  
ADDRESS OF DEFENDANT

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
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. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )  
  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANT**

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 Defendant is 27 Tower Lane, Apartment A, DuBois, Pennsylvania 15801.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31st day of August, 2007.

  
\_\_\_\_\_  
Debra J. Paranay  
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

304255.1:BF/#11555-129806

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

First Commonwealth Bank

Vs.

NO.: 2006-01923-CD

Richard E. Grout

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Attached Three (3) Property Descriptions

AMOUNT DUE/PRINCIPAL:.....\$230,881.00  
INTEREST from 07/25/07 through  
8/31/07 (per diem \$42.089961):.....\$1,557.33  
FORECLOSURE FEES:.....\$800.00  
ATTY'S COMM: \$  
DATE: 09/05/2007

PROTH. COSTS PAID:.....\$125.00  
SHERIFF: \$  
LATE CHARGES (5% of \$1,972.50/mo.  
pmt. or \$98.63/mo. for months August, 2007:..\$98.63  
OTHER COSTS: \$



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

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

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

\_\_\_\_\_  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

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 lot of land lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on Orange Alley; thence by Booth Street (now West Long Avenue) South 62 ½ degrees East 20 feet to a post;

Thence by lands now or formerly of F. W. Prothero, South 27 ½ degrees West 180 feet to a post on West Spruce Alley;

Thence by West Spruce Alley, North 62 ½ degrees West 20 feet to a post at Orange Alley;

Thence by Orange Alley, North 27 ½ degrees East 180 feet to a post, the place of beginning. Being known and numbered as 327-329 West Long Avenue, Dubois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9,2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602924.

CLEARFIELD COUNTY TAX PARCEL NO. 7-1-2-399

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 06-1923-CD
	)	
VS.	)	
	)	
RICHARD E. GROUT,	)	
	)	
Defendant.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

**PARCEL NO. 1:**

BEING part of the lot known on the John DuBois plan of lots as No. 7.

BEGINNING on the North side of West Long Avenue, thirty (30) feet easterly from the Southwest corner of said Lot No. 7 and running then easterly by Long Avenue thirty (30) feet to the Southeast corner of said lot and the corner of Lot No. 8;

Thence along the line between Lot No. 7 and No. 8, one hundred sixty (160) feet to a post at an alley;

Thence westerly along said alley, thirty (30) feet to the intersection of a line drawn at right angles with Long avenue from the place of beginning;

Thence in a direct line to Long Avenue and place of beginning, said line being at all points thirty (30) feet distant from the division line between Lots No. 7 and 8 and being a part of Lot No. 7.

**PARCEL NO. 2:**

BEGINNING on the North side of Long Avenue at the distance of 15 feet easterly from the Southwest corner of Lot No. 7 and running thence easterly, bounding on the North side of Long Avenue 160 feet to an alley;

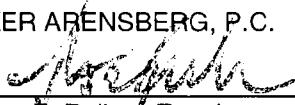
Thence westerly, bounded on the South side of said alley 15 feet to intersect a line drawn at right angles with Long Avenue from the place of beginning, and thence reversing the line so drawn, and bounding thereon southerly 160 feet to the place of beginning. Being part of Lot No. 7 on the plan of lots. Both parcels being known and numbered as 134-136 West Long Avenue, DuBois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9, 2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602922.

CLEARFIELD COUNTY TAX PARCEL NO. 7-2-1-80 and 7-2-1-81

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. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

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 lot of land lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on East Long Avenue at corner of land now or formerly owned by the Baptist Church;

Thence by land now or formerly of the Baptist Church, southerly 160 feet more or less, to a post on an alley;

Thence by said alley, westerly 19 feet 6 inches to a post and land now or formerly of W. C. Pentz;

Thence by land now or formerly of W. C. Pentz and by a line parallel with the original lot lines and at all points 19 feet and 6 inches from the Baptist Church line northerly 160 feet, more or less, to a post on Long Avenue;

Thence by Long Avenue, easterly 19 1/2 feet to the place of beginning.

BOUNDED North by Long Avenue; East by Baptist Church; South by an alley; West by land now or formerly of W. C. Pentz, and known as 20-22-24 East Long Avenue, DuBois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9, 2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602923.

CLEARFIELD COUNTY TAX PARCEL NO. 7-2-1-177

TUCKER ARENSBERG, P.C.

  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**FILED**

OCT 22 2007

10:20 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
# C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

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

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
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  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

**AMENDED 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 Praeclipe for Writ of Execution was filed the following information concerning the real properties located at (a) 327-329 West Long Avenue, DuBois, PA 15801 (Tax Parcel No. 7-1-2-399); (b) 132-136 West Long Avenue, DuBois, PA 15801 (Tax Parcel Nos. 7-2-1-80 and 7-2-1-81); and (c) 20-22-24 East Long Avenue, DuBois, PA 15801 (Tax Parcel No. 7-2-1-177):

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

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

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 SCHOOL DISTRICT	c/o Alexis Stets, Tax Collector 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:

CLEARFIELD COUNTY DOMESTIC RELATIONS	230 E. Market Street Clearfield, Pennsylvania 16830
MERS, as Nominee for BAY CAPITAL CORP.	10811 Red Run Boulevard, Suite 200 Owings Mills, Maryland 21117
MERS, as Nominee for BAY CAPITAL CORP.	P. O. Box 2026 Flint, Michigan 48501-2026
CAPITAL ONE AUTO FINANCE	P. O. Box 93016 Long Beach, California 90809-3016
CHASE HOME FINANCE	P. O. Box 830016 Baltimore, Maryland 21283-0016
CHASE HOME FINANCE	3415 Vision Drive Columbus, Ohio 43219
PHELAN HALLINAN & SCHMIEG LLP	One Penn Center Plaza, Suite 1400 Philadelphia, Pennsylvania 19103
CITIMORTGAGE, INC.	P. O. Box 183040 Columbus, Ohio 43218-3040
CITIMORTGAGE, INC.	1000 Technology Drive O'Fallon, Missouri 63368

BIRGITTA E. GROUT	35315 Bryant Court Yucaipa, California 92399
AT & T UNIVERSAL CARD	Attention: Legal Department P. O. Box 183059 Columbus, Ohio 43218-3059
NATIONAL FINANCIAL SYSTEMS	600 W. John Street P. O. Box 9046 Hicksville, New York 11802-9046
AMERICAN GENERAL FINANCE	Liberty Marketplace 22 Hoover Avenue, Suite 160 DuBois, Pennsylvania 15801-2450
AYDEN SHAFFER-DOAN	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
BLOOM ELECTRIC	8164 Clearfield Curwensville Highway Clearfield, Pennsylvania 16830-3515
CAPITAL ONE	Attention: Legal Department P. O. Box 790216 St. Louis, Missouri, 63179-0216
CHASE	Attention: Legal Department P. O. Box 15153 Wilmington, Delaware 19886-5153
CITIFINANCIAL SERVICES, INC.	280 Commons Drive DuBois, Pennsylvania 15801
CITY OF DUBOIS BUREAU OF WATER	P. O. Box 408 DuBois, Pennsylvania 15801-0408
DRMC	145 Hospital Avenue P. O. Box 447 DuBois, Pennsylvania 15801-0447
FIRST PREMIER BANK	Attention: Legal Department P. O. Box 5147 Sioux Falls, South Dakota 57117-5147
GM CARDMEMBER SERVICES	Attention: Legal Department P. O. Box 37281 Baltimore, Maryland 21297-3281
HSBC	Attention: Legal Department Orchard Bank P. O. Box 17051 Baltimore, Maryland 21297-1051

ATLANTIC CREDIT & FINANCE	Attention: Legal Department 3353 Orange Avenue, NE Roanoke, Virginia 24012-6335
DAVID DUFEK, ESQUIRE	2655 Camino Dell Rio North, Suite 203 San Diego, California 92108
J. C. PENNEY	Attention: Legal Department P. O. Box 960001 Orlando, Florida 32896-0001
JERJIS ALAJAJI, M.D.	25 Tower Lane, Apartment B DuBois, Pennsylvania 15801
JOHN SIAR, M.D.	Gateway Medical Associates 635 Maple Avenue, #C DuBois, Pennsylvania 15801
KAREN SHAFFER	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
LOWES	Attention: Legal Department P. O. Box 530914 Atlanta, Georgia 30353-0914
MARY JONES	Tower Lane Condominium Association 27 Tower Lane, Apartment B DuBois, Pennsylvania 15801-1157
NATIONAL CITY	Attention: Legal Department P. O. Box 856176 Louisville, Kentucky 40285-6176
WELTMAN, WEINBERG & REIS CO.	323 W. Lakeside, Suite 200 Cleveland, Ohio 44113
NATIONAL FUEL	Attention: Legal Department 1 Relief Street Oil City, Pennsylvania 16301-1001
PENELEC	Attention: Legal Department P. O. Box 3687 Akron, Ohio 44308-3687
PREMIER BANK CARD	Attention: Legal Department P. O. Box 5524 Sioux Falls, South Dakota 57117-5524
SEARS PAYMENT CENTER	Attention: Legal Department P. O. Box 182149 Columbus, Ohio 43218-2149

SHAWN'S APPLIANCE SERVICE	260 Walltown Road Grampian, Pennsylvania 16838-8519
THE MANAGEMENT CO.	19 S. Highland Street DuBois, Pennsylvania 15801-2120
TIMOTHY DOAN	R.R. 3, Box 308 Reynoldsville, Pennsylvania 15851-9541
SHANIN SPECTOR, ESQUIRE	1525 Locust Street Philadelphia, Pennsylvania 19102-3732
TREASURE LAKE POA	13 Treasure Lake DuBois, Pennsylvania 15801
VEOLIA ENVIRONMENTAL SERVICES	6330 Route 219 Brockway, Pennsylvania 15824-5016
WALMART	Attention: Legal Department P. O. Box 960023 Orlando, Florida 32896-0023
NATIONAL FUEL GAS DISTRIBUTION CORP.	1100 State Street Erie, Pennsylvania 16501-1912

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.

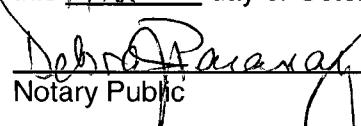
TUCKER ARENSBERG, P.C.

Dated: Oct 19, 2007

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 19th day of October, 2007.

  
\_\_\_\_\_  
Debra J. Paranay  
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 310215.1:BF/#11555-129806	
Member, Pennsylvania Association of Notaries	

FILED

NOV 08 2007

11/11/07/c

William A. Shaw  
Prothonotary/Clerk of Courts

11/11/07/c

(GP)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 06-1923-CD

vs.

RICHARD E. GROUT,

Defendant.

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO DEFENDANT 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  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

**SALE DATE: DECEMBER 7, 2007**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANT 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 Defendant on the 18th day of October, 2007, and that the Notice of Sale was received by Defendant on or about the 21st day of October, 2007. A true and correct copy of the Certified Mail Receipt No. 7006 2760 0004 7325 3318 is attached hereto as Exhibit "A".

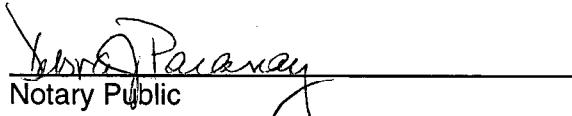
The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 18th day of October, 2007, as evidenced by P.S. Form 3817 attached hereto as Exhibit "B".

TUCKER ARENSBERG, P.C.



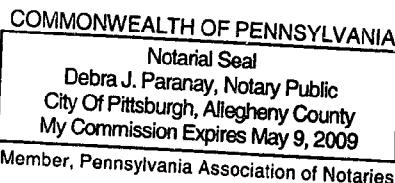
Michael J. Stauber, Esquire

Sworn to and subscribed before me  
this 1st day of November, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

311218.1:BF/#11555-129806



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:

Richard E. Grout

27 Tower Lane  
Apartment A  
DuBois PA 15801

2. Article Number <i>(Transfer from service label)</i>	7006 2760 0004 7325 3318
PS Form 3811, February 2004	Domestic Return Receipt 11555-129866
	10295-02-M-1640

<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail</p>		<p><b>B. Received by (Printed Name)</b> <i>Eric Smith</i></p>	<p><b>C. Date of Delivery</b></p>
		<p><b>D. Is delivery address different from item 1?</b></p> <p>If YES, enter delivery address below:</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>X</b></p>			

UNITED STATES POSTAL SERVICE

卷之三

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

- **Sender:** Please print your name, address, and ZIP+4 in this box •

TUCKER ARENSBERG, P.C.  
1500 ONE PPG PLACE  
PITTSBURGH, PENNSYLVANIA 15222

PRE

**EXHIBIT**

abbies

Line Number	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.		
			Registered	Return Receipt	Insured merchandise	for COD	Int'l Recorded	Express Mail	RR Fee	SD Fee	SH Fee
1		Clearfield County Treasurer P. O. Box 289 Clearfield, PA 16830			.41	.35					
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830			.41	.35					
3		City of DuBois c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801			.41	.35					
4		DuBois Area School District c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801			.41	.35					
5		Clearfield County c/o Alexis Stets, Tax Collector P. O. Box 408 DuBois, PA 15801			.41	.35					
6		Capital One Attn: Legal Dept. P. O. Box 790216 St. Louis, MO 63179-0216			.41	.35					
7		Clearfield County Domestic Relations 230 E. Market Street Clearfield, PA 16830			.41	.35					
8		Jerry L. Bloom P. O. Box 93 Grampian, PA 16838			.41	.35					
9		MERS As Nominee for Bay Capital Corp. 10811 Red Run Boulevard, suite 200 Owings Mills, MD 21117			.41	.35					
10		MERS As Nominee for Bay Capital Corp. P. O. Box 2026 Flint, MI 48501-2026			.41	.35					

EXHIBIT

29999

Line Number	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance			Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt					
			Registered Insured merchandise	Return Receipt for merchandise	COD	Int'l Recorded Express Mail	Express Mail	Due Sender If COD	RR Fee	SD Fee	SH Fee	Rest. Del. Fee Remarks		
11		Capital One Auto Finance P. O. Box 93016 Long Beach, CA 90809-3016		.41	.35									
12		Chase Home Finance P. O. Box 830016 Baltimore, MD 21283-0016		.41	.35									
13		Chase Home Finance 3415 Vision Drive Columbus, OH 43219		.41	.35									
14		Phelan Hallinan & Schmieg, LLP One Penn Center Plaza, Suite 1400 Philadelphia, PA 19103		.41	.35									
15		Citimortgage, Inc. P. O. Box 183040 Columbus, OH 43218-3040		.41	.35									
16		Citimortgage, Inc. 1000 Technology Drive OFallon, MO 63368		.41	.35									
17		Burguta E. Grout 35315 Bryant Court Yucaipa, CA 92399		.41	.35									
18		AT & T Universal Card Attention: Legal Department P. O. Box 183059 Columbus, OH 43218-3059		.41	.35									
19		National Financial Systems 600 W. John Street P. O. Box 9046 Hicksville, NY 11802-9046		.41	.35									
20		American General Finance Liberty Marketplace 22 Hoover Avenue, Suite 160 DuBois, PA 15801-2450		.41	.35									
21		Ayden Shaffer-Doan R.R. 3, Box 308 Reynoldsburg, PA 15851-9541		.41	.35									

Line	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:		Check Appropriate block for Registered Mail:		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.				
			Registered	Return Receipt	Insured for merchandise	COD	Certified	With Postal Insurance	Without Postal Insurance	Postmark and Date of Receipt	
22		Bloom Electric 8164 Clearfield Cunwensville Highway Clearfield, PA 16830-3515	.41	.35							
23		Chase Attn: Legal Dept. P. O. Box 15153 Wilmington, DE 19886-5153	.41	.35							
24		Citifinancial Services, Inc. 280 Commons Drive DuBois, PA 15801	.41	.35							
25		City of DuBois Bureau of Water P. O. Box 408 DuBois, PA 15801-0408	.41	.35							
26		DRMC 145 Hospital Avenue P. O. Box 447 DuBois, PA 15801-0447	.41	.35							
27		First Premier Bank Attn: Legal Dept. P. O. Box 5147 Sioux Falls, SC 57117-5147	.41	.35							
28		GM Cardmember Services Attn: Legal Dept. P. O. Box 37281 Baltimore, MD 21297-3281	.41	.35							
29		HSBC Attn: Legal Dept. Orchard Bank P. O. Box 17051 Baltimore, MD 21297-1051	.41	.35							
30		Atlantic Credit & Finance Attn: Legal Dept. 3353 Orange Avenue, NE Roanoke, VA 24012-6535	.41	.35							
31		David Dufek, Esquire 2655 Camino Del Rio North, Suite 203 San Diego, CA 92108	.41	.35							

Line Number	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:			Check Appropriate block for Registered Mail:			Affix stamp here if issued as certificate of mailing or for additional copies of this bill.						
			Insured merchandise	Return Receipt for COD	Registered for merchandise	With Postal Insurance Int'l Recorded	Without Postal Insurance	Postage Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee
32		J.C. Penney Attn: Legal Dept. P. O. Box 960001 Orlando, FL 32896-0001		.41	.35										
33		Jetji's Alajaji, M.D. 25 Tower Lane, Apt. B DuBois, PA 15801		.41	.35										
34		John Siar, M.D. Gateway Medical Associates 635 Maple Avenue, #C DuBois, PA 15801		.41	.35										
35		Karen Shaffer R.R. 3, Box 308 Reynoldsville, PA 15851-9541		.41	.35										
36		Lowes Attn: Legal Dept. P. O. Box 530914 Atlanta, GA 30353-0914		.41	.35										
37		Mary Jones Tower Lane Condominium Association 27 Tower Lane, Apt. B DuBois, PA 15801-1157		.41	.35										
38		National City Attn: Legal Dept. P. O. Box 856176 Louisville, KY 40285-6176		.41	.35										
39		Wellman, Weinberg & Reis Co. 323 W. Lakeside, Suite 200 Cleveland, OH 44113		.41	.35										
40		National Fuel Attn: Legal Dept. 1 Relief Street Oil City, PA 16301-1001		.41	.35										
41		Peneltec Attn: Legal Dept. P. O. Box 3687 Akron, OH 44308-3687		.41	.35										

Line Number	Article Number	Name of Addressee, Street, and Post Office Address	Indicate Type of Mail:		Check Appropriate block for Registered Mail:		Check Appropriate block for Registered Mail: With Postal Insurance		Check Appropriate block for Registered Mail: Without Postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill.		
			Registered Insured merchandise	Return Receipt	COD	Int'l Recorded	Certified	Express Mail	RR Fee	SD Fee	SH Fee	Rest. Del. Fee	Postmark and Date of Receipt
42		Premier Bank Card Attn: Legal Dept. P.O. Box 5524 Sioux Falls, SD 57117-5524		.41	.35								
43		Sears Payment Center Attn: Legal Dept. P.O. Box 182149 Columbus, OH 43218-2149		.41	.35								
44		Shawn's Appliance Service 260 Walttown Road Grampian, PA 16338-8519		.41	.35								
45		The Management Co. 19 S. Highland Street DuBois, PA 15801-2120		.41	.35								
46		Timothy Doan RR 3, Box 308 Reynoldsburg, PA 15851-9541		.41	.35								
47		Shannin Spector, Esquire 1525 Locust Street Philadelphia, PA 19102-3732		.41	.35								
48		Treasure Lake POA. 13 Treasure Lake DuBois, PA 15801		.41	.35								
49		Vcolia Environmental Services 6330 Route 219 Brockway, PA 15824-5016		.41	.35								
50		WalMart Attn: Legal Dept. P.O. Box 960023 Orlando, FL 32896-0023		.41	.35								
51		National Fuel Gas Distribution Corp. 1100 State Street Erie, PA 16501-1912		.41	.35								

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20655  
NO: 06-1923-CD

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: RICHARD E. GROUT

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 9/5/2007

LEVY TAKEN 10/23/2007 @ 1:05 PM

POSTED 10/23/2007 @ 11:11 AM

SALE HELD 12/7/2007

SOLD TO FIRST COMMONWEALTH BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/2/2008

DATE DEED FILED NOT SOLD

**DETAILS**

10/23/2007 @ 1:05 PM SERVED RICHARD E. GROUT

SERVED RICHARD E. GROUT, DEFENDANT, AT HIS EMPLOYMENT 635 C MAPLE AVENUE, EAST HOSPITAL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICHARD E. GROUT

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

@ SERVED

NOW, DECEMBER 28, 2007 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO RETURN THE WRIT AS UNSOLD. THE PLAINTIFF DECIDED NOT TO PROCEED TO A CONCLUSION OF THE SALE.

FILED  
09/25/01  
FEB 04 2008  
JK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20655  
NO: 06-1923-CD

PLAINTIFF: FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: RICHARD E. GROUT

Execution REAL ESTATE

**SHERIFF RETURN**

SHERIFF HAWKINS \$251.78

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
Deputy Sheriff  
Chester A. Hawkins  
Sheriff

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

First Commonwealth Bank

Vs.

NO.: 2006-01923-CD

Richard E. Grout

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Attached Three (3) Property Descriptions

AMOUNT DUE/PRINCIPAL:.....\$230,881.00  
INTEREST from 07/25/07 through  
8/31/07 (per diem \$42.089961):.....\$1,557.33  
FORECLOSURE FEES:.....\$800.00  
ATTY'S COMM: \$  
DATE: 09/05/2007

PROTH. COSTS PAID:.....\$125.00  
SHERIFF: \$  
LATE CHARGES (5% of \$1,972.50/mo.  
pmt. or \$98.63/mo. for months August, 2007:..\$98.63  
OTHER COSTS: \$

Received this writ this 5<sup>th</sup> day  
of September A.D. 2007  
At 3:15 A.M./P.M.

Charles A. Hawkins  
Sheriff by Cynthia Butler-Coughenour

William A. Shaw

William A. Shaw

Prothonotary/Clerk Civil Division

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. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

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 lot of land lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on Orange Alley; thence by Booth Street (now West Long Avenue) South 62 1/2 degrees East 20 feet to a post;

Thence by lands now or formerly of F. W. Prothero, South 27 1/2 degrees West 180 feet to a post on West Spruce Alley;

Thence by West Spruce Alley, North 62 1/2 degrees West 20 feet to a post at Orange Alley;

Thence by Orange Alley, North 27 1/2 degrees East 180 feet to a post, the place of beginning. Being known and numbered as 327-329 West Long Avenue, Dubois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9,2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602924.

CLEARFIELD COUNTY TAX PARCEL NO. 7-1-2-399

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 06-1923-CD  
VS. )  
RICHARD E. GROUT, )  
Defendant. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

**PARCEL NO. 1:**

BEING part of the lot known on the John DuBois plan of lots as No. 7.

BEGINNING on the North side of West Long Avenue, thirty (30) feet easterly from the Southwest corner of said Lot No. 7 and running then easterly by Long Avenue thirty (30) feet to the Southeast corner of said lot and the corner of Lot No. 8;

Thence along the line between Lot No. 7 and No. 8, one hundred sixty (160) feet to a post at an alley;

Thence westerly along said alley, thirty (30) feet to the intersection of a line drawn at right angles with Long avenue from the place of beginning;

Thence in a direct line to Long Avenue and place of beginning, said line being at all points thirty (30) feet distant from the division line between Lots No. 7 and 8 and being a part of Lot No. 7.

**PARCEL NO. 2:**

BEGINNING on the North side of Long Avenue at the distance of 15 feet easterly from the Southwest corner of Lot No. 7 and running thence easterly, bounding on the North side of Long Avenue 160 feet to an alley;

Thence westerly, bounded on the South side of said alley 15 feet to intersect a line drawn at right angles with Long Avenue from the place of beginning, and thence reversing the line so drawn, and bounding thereon southerly 160 feet to the place of beginning. Being part of Lot No. 7 on the plan of lots. Both parcels being known and numbered as 134-136 West Long Avenue, DuBois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9, 2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602922.

CLEARFIELD COUNTY TAX PARCEL NO. 7-2-1-80 and 7-2-1-81

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. 06-1923-CD  
vs. )  
RICHARD E. GROUT, )  
Defendant. )

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 lot of land lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on East Long Avenue at corner of land now or formerly owned by the Baptist Church;

Thence by land now or formerly of the Baptist Church, southerly 160 feet more or less, to a post on an alley;

Thence by said alley, westerly 19 feet 6 inches to a post and land now or formerly of W. C. Pentz;

Thence by land now or formerly of W. C. Pentz and by a line parallel with the original lot lines and at all points 19 feet and 6 inches from the Baptist Church line northerly 160 feet, more or less, to a post on Long Avenue;

Thence by Long Avenue, easterly 19 1/2 feet to the place of beginning.

BOUNDED North by Long Avenue; East by Baptist Church; South by an alley; West by land now or formerly of W. C. Pentz, and known as 20-22-24 East Long Avenue, DuBois, Pennsylvania.

EXCEPTING and reserving all restrictions and reservations as appear of record.

BEING the same premises granted and conveyed unto Richard E. Grout by Jerry L. Bloom, individually and as Agent under Power of Attorney dated November 9, 2005 for Jennifer A. Bloom, his wife, dated February 17, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on February 27, 2006 at Instrument No. 200602923.

CLEARFIELD COUNTY TAX PARCEL NO. 7-2-1-177

TUCKER ARENSBERG, P.C.

Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RICHARD E. GROUT NO. 06-1923-CD

NOW, February 02, 2008, 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 December 07, 2007, I exposed the within described real estate of Richard E. Grout to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	30.00
ADD'L MILEAGE	
ADD'L LEVY	30.00
BID/SETTLEMENT AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$251.78</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	230,881.00
INTEREST @ 42.9000	4,161.30
FROM 09/01/2007 TO 12/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	98.63
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	800.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,557.33
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$237,518.26</b>

**COSTS:**

ADVERTISING	1,059.15
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	251.78
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,755.93</b>

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

CHESTER A. HAWKINS, Sheriff

December 26, 2007

Office of the Sheriff  
Clearfield County  
Attention: Real Estate Sales  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Re: First Commonwealth Bank vs. Richard E. Grout  
No. 06-1923-CD; Sale Date December 7, 2007

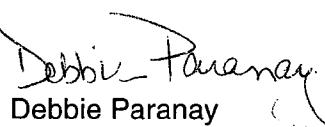
Dear Sheriff:

Upon further investigation of the properties offered at the above referenced sheriff's sale, First Commonwealth Bank has decided that it will not proceed to a conclusion of the sale of December 7, 2007. Please return the writ as unsold.

If your office is owed any further costs in connection with this matter, please send your statement to my attention.

Very truly yours,

TUCKER ARENSBERG, P.C.

  
Debbie Paranay

Paralegal

:djp  
pc: Mr. Gary R. Carpenter  
Thomas E. Reiber, Esquire

314723.1:BF  
11555-129806

Dec  
12/28/07