

06-2127-CD
National City Bank vs M. Kelley

National City et al vs Martha Kelley
2006-2127-CD

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff,

No. 06-2127-CD

vs.

COMPLAINT IN MORTGAGE
FORECLOSURE

MARTHA L. KELLEY

Defendant.

FILED ON BEHALF OF

Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.

PA I.D. #68013

DEBORAH R. ERBSTEIN, ESQ.

PA I.D. #86470

Bernstein Law Firm, P.C.

Firm #718

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

412-456-8100

CERTIFICATE OF ADDRESS:

405 East Locust Street
Clearfield, PA 16830
Tax Parcel #004.4-K08-217-00061

BERNSTEIN FILE NO. F0010816

NOTICE

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

FILED
M 10:45 AM
DEC 26 2006
1CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff,

CIVIL ACTION NO.

vs.

MARTHA L. KELLEY

Defendant.

NOTICE TO DEFEND

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

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

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff, No.

vs.

MARTHA L. KELLEY

Defendant.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, National City Bank, successor in interest to Keystone National Bank (hereinafter "Plaintiff"), is a corporation with offices at 3232 Newmark Drive, Miamisburg, OH 45342.
2. Defendant, Martha L. Kelley (hereinafter "Defendant"), is an adult individual who receives mail at 110 S. 2nd Street, Apt. 1, Clearfield, Clearfield County, PA 16830
3. On or about December 4, 1989, the Defendant executed and delivered to Plaintiff a Mortgage on certain real property owned by the Defendant and situate at 405 East Locust Street Clearfield, PA. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1316, Page 523. A true and correct copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, the Defendant executed and delivered to Plaintiff a Note, a true and correct copy of which is attached hereto along with any subsequent modifications made by the Defendant, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, the Defendant agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendant is in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about October 4, 2006, Notice of Homeowner's Emergency Act of 1983 was sent to Defendant in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notice further advised Defendant of Defendant's rights and obligations in accordance with said Acts. A true and correct copy of said notice is attached hereto marked Exhibit "3" and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$7,576.52.

9. Plaintiff is entitled to interest at the rate of 10% percent per annum. Interest due from July 1, 2006 through and including December 31, 2006 amounts to \$386.40.

10. Pursuant to the terms and conditions of the aforementioned Mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$236.38.

11. Plaintiff is entitled to late charges of 4% of the monthly payment of principal and interest per month for a total of \$46.30 as of December 31, 2006.

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

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

WHEREFORE, Plaintiff, National City Bank, successor in interest to Keystone National Bank, demands judgment in Mortgage Foreclosure against Defendant, Martha L. Kelley, in the amount of \$9,445.60 with continuing interest, late charges and attorneys' fees and escrow and corporate advances from January 1, 2007, at the contract rate plus costs.

~~BERNSTEIN LAW FIRM, P.C.~~

~~By:~~

~~Deborah R. Erbstein, Esquire~~

~~Attorneys for Plaintiff~~

~~Suite 2200 Gulf Tower~~

~~Pittsburgh, PA 15219~~

~~(412) 456-8100~~

BERNSTEIN FILE NO. F0010816

Number

Recorded

Page

Mortgage

Vol.

005-5857

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From

MARTHA L. KELLEY

To

KEYSTONE NATIONAL BANK

Amount \$ 24,000.00

Premises 405 Locust Street

Clearfield, Pennsylvania 16830

MORTGAGE

8443874

THIS MORTGAGE ("Security Instrument") is given on 4th December 1989. The mortgagor is MARTHA L. KELLEY, 518 Elm Avenue, Rear, Clearfield, PA 16830, NATIONAL BANK ("Borrower"). This Security Instrument is given to KEYSTONE, under the laws of the Commonwealth of Pennsylvania, and whose address is Borough of Punxsutawney, Jefferson County, Pennsylvania, ("Lender"). Borrower owes Lender the principal sum of Twenty-four Thousand Dollars (U.S. \$24,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 20, 1990. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield, Pennsylvania:

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on line of Locust Street, fifty-seven (57) feet east from Fourth Street; thence east by line of Locust Street thirty-eight (38) feet, more or less, to a private alley, (expressly for the use of this lot and two lots south of it) to a post; thence by said alley, south ninety-four (94) feet to a stake or mark on fence by adjoining lot; thence west thirty-eight (38) feet, more or less, to a stake; thence north by lot of B.C. Youngman ninety-four (94) feet to the post, and place of beginning.

BEING the same premises conveyed to Martha L. Kelley from Clair J. Little and Elizabeth A. Little by deed of even date herewith and intended to be recorded together with this mortgage.

which has the address of 405 East Locust Street, Clearfield, Pennsylvania 16830. ("Property Address")

[Street]

[City]

[Zip Code]

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

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

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

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

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	
<input type="checkbox"/> Other(s) [specify]		

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

Witnesses:

Freida Bass

Martha Kelley (Seal)
MARTHA L. KELLEY —Borrower

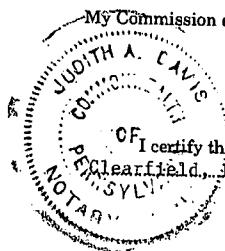
..... (Seal)
..... —Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 4th day of December, 1989, before me, the undersigned officer, personally appeared MARTHA L. KELLEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

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

My Commission expires:



NOTARY SEAL
JUDITH A. DAVIS, Notary Public
Lawrence Twp., Clearfield Co., Pa.
My Commission Expires Jan. 20, 1992
Title of Officer

RECORDED in the Office for Recording of Deeds in and for Clearfield County
in Mortgage Book No. 1316 Page 523 &c.
Date 12-5-89 Recorder Michael R. Lytle

CLEARFIELD COUNTY
ENTERED OF RECORD 12-5-89
TIME 2:08 PM
BY John Colanacchio
F/S 1350
i. c. h. el R. Lytle, Recorder

My Commission Expires
First Monday in January 1992

Entered of Record Dec 5 1989, 2:08 PM Michael R. Lytle, Recorder

NOTE

December 5, 1989

Clearfield, Pennsylvania
(City) (State)

405 East Locust Street, Clearfield, Pennsylvania 16830
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 24,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Keystone National Bank, with its principal office in the Borough of Punxsutawney, Jefferson County, PA. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.00%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1st day of each month beginning on February 1, 1989. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at any Keystone National Bank or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 231.61.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

EXHIBIT

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Martha L. Kelley (Seal)
MARTHA L. KELLEY (Seal)
Borrower

Thomas H. Price, Jr. (Seal)
THOMAS H. PRICE, JR. (Seal)
Borrower

Elma R. Price (Seal)
ELMA R. PRICE (Seal)
Borrower

[Sign Original Only]

National City.
Mortgage Co.

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

October 04, 2006

Martha L Kelley
405 E Locust St
Clearfield PA 16830

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820
**Certified Mail/Return
Receipt Requested**

Loan No. 0008443874
Current Servicer: National City Mortgage Co.

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

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

405 E Locust St
Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s) 08/01/2006 - 10/1/2006
and the following amount(s) are now past due:

Monthly Payments	1,200.63
Late Charges	18.52
Less Suspense Balance	.00-
Total Due	1,219.15

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 \$ 1,219.15, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

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

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

This is an attempt to collect a debt, any information obtained will be used for that purpose.

Enclosure

DR672 JCS

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE
MORTGAGE PAYMENTS.

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

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

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

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

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

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

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

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

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT**(see page 1) – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately **FOUR(4) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER: Name of Lender: National City Mortgage

Address: 3232 Newmark Dr. Miamisburg OH 45342

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

Contact Person: COLLECTIONS DEPT.

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

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT
OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF
THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BE-HALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DE-FAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF DEFAULT IN ANY FORECLOSURE PRO-CEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

(Rev. 6/99)

ADAMS COUNTY

American Red Cross—
Hanover Chapter
529 Carlisle Street
Hanover, Pennsylvania 17331
(717) 637-3768
FAX (717) 637-3294

CCCS of Western PA
2000 Linglestown Road
Harrisburg PA 17102
(717) 541-1757
FAX (717) 541-4670

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

Adams County Housing Authority
139-143 Carlisle St
Gettysburg PA 17325
(717) 334-1518
FAX (717) 334-8326

ALLEGHENY COUNTY
Pennsylvania Housing Finance
Agency
Marda Hess)
2275 Swallow Hill road, Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
FAX (412) 429-2835

Credit Counselors of PA
101 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

Action Housing, Inc.
125 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102 or
1 (800) 792-2801
FAX (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
724) 852-2893

CCCS of Western Pennsylvania, Inc.
309 Smithfield Street
Pittsburgh, PA 15222
(412) 471-7584

Housing Opportunities
133 Seventh Street
McKeesport PA 15132
(412) 664-1906
Fax (412) 664-0873

Urban League Of Pittsburgh
3ldg. For Equal Opportunity
One Smithfield St.
Pittsburgh PA 15222-2222
(412) 227-4802
FAX (412) 261-5207

Mon-Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962

ARMSTRONG COUNTY
CCCS of Western Pennsylvania, Inc.
117 E. Plank Road
Altoona PA 16602
(814) 944-8100 or (814) 944-5747

Indiana Co. Community Action
Program
827 Water Street, Box 187
Indiana PA 15701
(724) 465-2657
FAX (724) 465-5118

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or
1(800) 737-2933
FAX (412) 338-9963

BEAVER COUNTY
Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956
FAX (412) 391-4512

CCCS of Western Pennsylvania, Inc.
971 Third Street
Beaver, PA 15009
(724) 774-0798

Housing Opportunities of Beaver
County, Inc.
650 Corporation St, Suite 207
Beaver, PA 15009
(724) 728-7511

Mon Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962
(412) 462-9964

Housing Opportunities Inc.
133 Seventh Street
P.O. Box 9
McKeesport PA 15134

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

BEDFORD COUNTY
Bedford-Fulton Housing Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
FAX (814) 623-7187

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

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

Tableland Services, Inc.
535 East Main Street
Somerset PA 15501
(814) 445-9628 or 1-800-452-0148
FAX (814) 443-3690

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

BERKS COUNTY
Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (610) 375-7830

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall PA 18052
(610) 821-4011 or 800-220-2733
(814) only
FAX (610) 821-8932

Economic Opportunity Cabinet of
Schuylkill County
225 N. Centre Street
Pottsville, PA 17901
(717) 622-1995
FAX (717) 622-0429

Community Housing Counselor, Inc.
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX (610) 444-8243

BLAIR COUNTY
Bedford-Fulton Housing Services
R.D.#1, Box 384
Everett, PA 15537
(814) 623-9129
FAX (814) 623-7187

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

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

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

BRADFORD COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre, PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

1631 S Atherton St, Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 2383669

The Trehab Center of Northeastern PA
10 Public Avenue
Montrose, PA 18801
(570) 278-3338 or 800-982-4045
FAX (570) 278-1889

185 Elmira Street
P.O. Box 218
Troy, PA 16947
(570) 297-2101

German Street, P.O. Box 389
Dushore, PA 18614
(570) 928-9668
FAX (570) 928-8144

103 Warren Street, P.O. Box 709
Tunkhannock PA 18657
(570) 836-6840
FAX (570) 836-6332

33 Walnut Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783
931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

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

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

Bucks County Housing Group, Inc.
140 East Richardson Avenue
Langhorne, PA 19047
(215) 750-4310
FAX (215) 750-4318

CCCS of Delaware Valley
1515 Market Street - Suite 1325
Philadelphia PA 19107
(215) 563-5665
FAX (215) 864-2666

HACE
167 Allegheny Ave 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122

CCCS of Delaware Valley
Trevose Corporate Center
4606 Street Road
Trevose PA 19047
(215) 563-5665

Community Devel. Corp of Frankford
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
FAX (215) 744-2012

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 800-220-2733
FAX (610) 821-8932

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

144 E Dekalb Pike
King of Prussia PA 19406
610-971-2210
FAX (610) 265-4814

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

BUTLER COUNTY
Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
FAX (412) 391-4512

CCCS of Western PA
YMCA Building
339 North Washington Street
Butler, PA 16001
(724) 282-7812

Housing Opportunities, Inc.
650 Corporate St., Suite 207
McKeesport, PA 15132
(412) 664-1590
FAX (412) 664-0873

Mon-Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962
FAX (412) 462-9964

Housing Opportunities Inc.
133 Seventh Street
P.O. Box 9
McKeesport, PA 15134
(412) 664-1906
FAX (412) 664-0873

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

CAMBRIA COUNTY
Bedford-Fulton Housing Services
R.D.#1, Box 384
Everett, PA 15537
(814) 623-9129
FAX (814) 623-7187

CCCS of Western PA
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX (412) 465-5118

Keystone Econ Development Corp.
1954 Mary Grace Lane
Johnstown PA 15901
(814) 535-6556
FAX (814) 539-1688

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335
Tableland Services, Inc.
535 East Main Street
Somerset PA 15501
(814) 445-9628 or 1-800-452-0148
FAX (814) 443-3690

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

CCCS of Western PA
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

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

CARBON COUNTY
EOC of Schuylkill County
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall PA 18052
610-821-4011 or 800-220-2733
570 & 814 only for 800#
FAX (610) 821-0137

CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre, PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

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

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

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

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

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

CCCS of Northeastern PA
201 Basin Street
Williamsport, PA 17703
(570) 326-0587
FAX (570) 322-2197

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

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

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (610) 375-7830

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 563-7020

HACE
167 W. Allegheny Ave, 2nd Fl.
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122
Community Housing Counseling Inc
P.O. Box 244
Kennett Square, PA 19348
(610) 444-3682
FAX (610) 444-8243

Media Fellowship House
302 S. Jackson Street
Media, PA 19063
(610) 565-0846
FAX (610) 565-8567

Phila Council For Community Adv
100 North 17th Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

Tabor Community Services, Inc.
439 E. King Street
Lancaster, PA 17602
(717) 397-5182 OR 1-800-788-5062
(H.O. only)
FAX (717) 399-4127

Community Devel. Corp of Frankford Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
FAX (215) 744-2012

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484

CCCS of Delaware Valley
Marshall Building
790 E. Market St., Suite 215
West Chester, PA 19382
(215) 563-5665

American Credit Counseling Institute
845 Coates St.
Coatesville PA 19320
(888) 212-6741
144 E. Dekalb Pike

King of Prussia, PA 19406
(610) 971-2210
FAX (610) 265-4814
755 York Rd, Suite 103
Warrminster PA 18974
(215) 444-9429
FAX (215) 956-6344

CLARION COUNTY
CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

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

Indiana Co. Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

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

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

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335

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

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

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

COLUMBIA COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street
P.O. Box 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

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

CRAWFORD COUNTY
Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
FAX (814) 453-5749

Greater Erie Community Action Committee
18 West 9th Street
Erie, PA 16501
(814) 459-4581
FAX (814) 456-0161

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

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(412) 981-5310

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

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

YWCA of Carlisle
301 G Street
Carlisle, PA 17013
(717) 243-3818
FAX (717) 243-3948

Community Action Commission of
The Capital Region
1514 Derry Street
Harrisburg PA 17104
(717) 232-9757
FAX (717) 234-2227

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

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

CCCS of Delaware Valley
1515 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
FAX (215) 864-2666

CCCS of Delaware Valley
One Cherry Hill, Suite 215
Cherry Hill NJ 08002
(215) 563-5665

HACE
167 W. Allegheny, 2nd Fl
Philadelphia, PA 19140
(215) 426-8025
FAX (215) 426-9122

Housing Association of Delaware
Valley
1500 Walnut Street, Suite 601
Philadelphia, PA 19102
(215) 545-6010
FAX (215) 790-9132

Media Fellowship House
302 S. Jackson Street
Media PA 19063
(610) 565-0846
FAX (651) 565-8567

Housing Association of Delaware
Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
FAX (215) 765-7614

PCCA
100 North 17TH Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803
FAX (215) 963-9941

Comm Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia PA 19124
(215) 744-2990
FAX (215) 744-2012

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

144 E Dekalb Pike
King of Prussia PA 19406
610-971-2210
610-971-2210

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

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

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

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

POTTER COUNTY
Northern Tier Community Action Corp.
135 West 4th Street
Emporium, PA 15834
(814) 486-1161
FAX (814) 486-0825

SCHUYLKILL COUNTY
Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (610) 375-7830

Econ Opport Cabinet of Schuylkill Co
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

Commission on Econ Opprtunity of
Luz Co.
163 Amber Lane
Wilkes-Barre PA 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665 CALL
BEFORE FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

CCCS of Lehigh Valley
P.O. Box A
Whitehall PA 18052
(610) 821-4011
FAX (610) 821-8932

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

Urban League of Metropolitan
Harrisburg
2107 N. 6th Street
Harrisburg PA 17101
17101
(717) 541-1757
FAX (717) 234-9459

Community Action Comm of the
Capital Region
1514 Derry Street
Harrisburg PA 17104
(717) 232-9757
FAX (717) 234-2227

SOMERSET COUNTY
Bedford-Fulton Housing Services
R.D.#1, Box 384
Everett, PA 15537
(814) 623-9129
FAX (814) 623-7187

Bedford-Fulton Housing Services
1954 Mary Grace Lane
Johnstown, PA 15901
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.
1 North Gate Square
#2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

CCCS of Western Pennsylvania, Inc.
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
FAX (814) 443-3690

SULLIVAN COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
185 Elmira Street, P.O. Box 218
Troy, PA 16947
(570) 297-2101
FAX (570) 297-2799

German Street, P.O. Box 389
FAX(570)297-2799
(570) 928-9668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783

931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-8840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

SUSQUEHANNA COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

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FAX (570) 821-1785

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185 Elmira Street, P.O. Box 218
Troy, PA 16947
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FAX (570) 297-2799

German Street, P.O. Box 389
FAX (570) 297-2799
(570) 928-9668
FAX (570) 928-8144

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FAX (570) 836-6332

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Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

TIoga County
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
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FAX (570) 587-9134/9135

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FAX (570) 821-1785

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185 Elmira Street, P.O. Box 218
Troy, PA 16947
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FAX (570) 297-2799

German Street, P.O. Box 389
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FAX (570) 928-8144

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Wellsboro, PA 16901
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FAX (570) 724-5783

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Honesdale PA 18431
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FAX (570) 253-4817

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Tunkhannock, PA 18657
(570) 836-8840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

UNION COUNTY
Lycoming-Clinton Co Comm For
Comm Action (STEP)
2138 Lincoln Street, P.O. Box 1328
Williamsport, PA 17703
(570) 326-0587
FAX (717) 322-2197

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

CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summitt, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

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

VENANGO COUNTY
Greater Erie Community Action
Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
FAX (814) 456-0161

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

CCCS of Western Pennsylvania, Inc.
YMCA Building
339 North Washington Street
Butler, PA 16001
(412) 282-7812

WARREN COUNTY
Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
FAX (814) 453-5749

Greater Erie Community Action
Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
FAX (814) 456-0161

Warren-Forrest Counties Economic
Opportunity
Council
1209 Pennsylvania Avenue, West
P.O. Box 547

Warren, PA 16365
(814) 726-2400
FAX (814) 723-0510

WASHINGTON COUNTY
Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
FAX (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
(724) 852-2893

CCCS of Western Pennsylvania, Inc.
1 North Gate Square
#2 Garden Center Drive
Greensburg, PA 15601

CCCS of Western Pennsylvania, Inc.
53 N. College Street
Washington PA 15301
(724) 222-8292

Housing Opportunities, Inc
133 Seventh Street
McKeesport, PA 15132
(412) 664-1590
FAX (412) 664-0873

Mon-Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962
FAX (412) 462-996

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

WAYNE COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

The Trehab Center of Northeastern PA
185 Elmira Street, P.O. Box 218
Troy, PA 16947
(570) 297-2101
FAX (570) 297-2799

German Street, P.O. Box 389
FAX (570) 297-2799
(570) 928-9668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783

931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-6840
FAX (570) 836-6332

WESTMORELAND COUNTY

Action Housing, Inc.
425 6th Avenue, Suite 950
Pittsburgh, PA 15219
(412) 391-1956 or (412) 281-2102
FAX (412) 391-4512

Community Action Southwest
22 West High Street
Waynesburg, PA 15370
(724) 852-2893

CCCS of Western Pennsylvania, Inc.
1 North Gate Square
#2 Garden Center Drive
Greensburg, PA 15601
(724) 838-1290

CCCS of Western Pennsylvania, Inc.
199 Edison Street
Uniontown PA 15401
(724) 439-8939

Housing Opportunities, Inc
133 Seventh Street
McKeesport, PA 15132
(412) 664-1590
FAX (412) 664-0873

Mon-Valley Unemployed Committee
120 E. 9th Avenue
Homestead, PA 15120
(412) 462-9962
FAX (412) 462-996

Indiana Co Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (724) 465-5118

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

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628
1-800-452-0148
FAX (814) 443-3690

Credit Counselors of PA
401 Wood Street, Suite 906
Pittsburgh, PA 15222
(412) 338-9954 or 1(800) 737-2933
FAX (412) 338-9963

WYOMING COUNTY
Common Economics Opportunity of
Luzerne Co
163 Amber Lane
Wilkes-Barre, Pennsylvania 18701
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665—CALL BEFORE
FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631—CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

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

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA
185 Elmira Street, P.O. Box 218
Troy, PA 16947
(570) 297-2101
FAX (570) 297-2799

German Street, P.O. Box 389
FAX(570)297-2799
(570) 928-8668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783

931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-6840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
FAX (570) 278-1889

YORK COUNTY
American Red Cross—Hanover
Chapter
529 Carlisle Street
Hanover, Pennsylvania 17331
(717) 637-3768
FAX (717) 637-3294

Housing Council of York
116 North George Street
York, PA 17401
(717) 854-1541
FAX (717) 845-7934

CCCS of Western Pennsylvania, Inc.
2000 Linglestown Road
Harrisburg, PA 17102
CCCS of Western Pennsylvania, Inc.

912 South George Street
York, PA 17403
(717) 846-4176

Adams County Housing Authority
139-143 Carlisle St
Gettysburg PA 17325
(717) 334-1518
FAX (717) 334-8326

VERIFICATION

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



Laura Cauper

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102283
NO. 06-2127-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK, Successor in interest to Keystone National Bank
vs.
DEFENDANT: MARTHA L. KELLEY

SHERIFF RETURN

NOW, January 09, 2007 AT 1:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARTHA L. KELLEY DEFENDANT AT 110 S. 2ND ST., APT #1, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SAMANTHA HUNTER, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED
0/3:55 pm
MAR 21 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	38084	10.00
SHERIFF HAWKINS	BERNSTEIN	38084	20.00

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff,

No. CD-06-2127

vs.
MARTHA L. KELLEY,

PRAECIPE FOR DEFAULT JUDGMENT

Defendant.

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

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

BERNSTEIN FILE NO. F0010816

NOTICE

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

FILED Atty pd 20.00
M 10/09/01 Notice to Def.
APR 27 2001 Statement
to Atty
William A. Shaw
Prothonotary/Clerk of Courts
(GR)

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff,

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the Defendant, above-named, and in favor of the Plaintiff, in the default of an Answer, in the amount of \$10,569.87, plus continuing interest at the rate of 10 % per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$9,445.07
Interest from 1/1/07 to 2/12/07 @ 10% per annum on \$7,576.52	\$ 90.30
Late Fees from 1/1/07 to 2/12/07 @ 4% per month on \$231.61	\$ 2.10
Escrow advances to 2/12/07	\$1,032.40
TOTAL	\$10,569.87

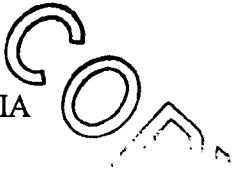
I hereby certify that an appropriate Notice of Default, as attached, has been mailed in accordance with PA R.C.P. 237.1 on the date indicated on the Notice.

BERNSTEIN LAW FIRM, P.C.

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

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219
Defendant: 110 S 2nd Street Apt. 1, Clearfield, PA 16830

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



NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff,

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 4/27/07.

MARTHA L. KELLEY
110 S 2ND STREET APT 1
CLEARFIELD, PA 16830

(xx) Assumpsit Judgment in the amount
of \$10,569.87 plus costs.

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

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

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

Prothonotary

By: Willie L. Thompson
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

IMPORTANT NOTICE

TO: Martha L. Kelley
110 S 2ND Street Apt 1
Clearfield PA 16830

Date of Notice: January 31, 2007

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

LAWYER REFERRAL SERVICE
PA BA ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/Deborah R. Erbstein, Esquire
Deborah R. Erbstein
Attorney for Plaintiff
Suite 2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

Department of Defense Manpower Data Center

FEB-12-2007 12:47:50



Military Status Report
 Pursuant to the Servicemembers Civil Relief Act

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

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

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
 Department of Defense - Manpower Data Center
 1600 Wilson Blvd., Suite 400
 Arlington, VA 22209-2593

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

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

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

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

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

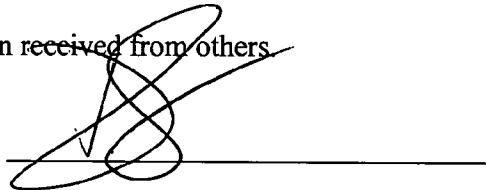
WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

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

Report ID: BSYWAVTIITD

VERIFICATION

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

A handwritten signature is written over a horizontal line. The signature is written in black ink and appears to be a cursive script. It is positioned in the lower right area of the page, above a horizontal line.

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

COPY

National City Bank
Keystone National Bank
Plaintiff(s)

No.: 2006-02127-CD

Real Debt: \$10,569.87

Atty's Comm: \$

Vs.

Costs: \$

Martha L. Kelley
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 27, 2007

Expires: April 27, 2012

Certified from the record this 27th day of April, 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
CIVIL DIVISION

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

Civil Action No. CD-06-2127

vs.

PRAECLYPE FOR WRIT
OF EXECUTION IN
MORTGAGE FORECLOSURE

MARTHA L. KELLEY,

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

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

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

CERTIFICATE OF ADDRESS:
405 East Locust Street
Clearfield, PA 16830
Tax Parcel #004.0-K08-217-00061

BERNSTEIN FILE NO. F0010816

FILED Atty pd. 20.00
M/12/2007 1CC & 6 wnts
APR 30 2007 w/ prop. dese.
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
(6K)

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

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

1. directed to the Sheriff of Clearfield County:

2. against Martha L. Kelley, Defendant:

3. JUDGMENT \$10,569.87

Interest from: 2/12/07 to 6/30/07 \$ 289.80

@ 10% per annum on \$7,576.52

Late charges from: 2/12/07 to 6/30/07 \$ 46.30

@ 4% per month on \$231.61

SUBTOTAL: \$10,905.97

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

Date: 4/25/07

BERNSTEIN LAW FIRM, P.C.

By:

Attorney for Plaintiff

2200 Gulf Tower

Pittsburgh, PA 15219

BERNSTEIN FILE NO. F0010816

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley, of, in and to

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

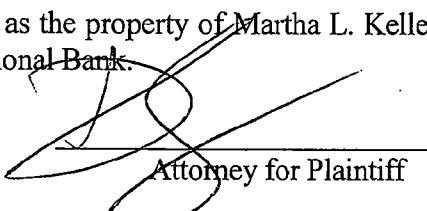
BEGINNING at a post on line of Locust Street, fifty-seven (57') feet East from Fourth Street; thence East by line of Locust Street thirty-eight (38') feet, more or less, to a private alley, (expressly for the use of this lot and two lots South of it) to a post; thence by said alley, South ninety-four (94') feet to a stake or mark on fence by adjoining lot; thence West thirty-eight (38') feet, more or less, to a stake; thence North by lot of B.C. Youngman ninety-four (94') feet to the post, and place of beginning.

HAVING erected thereon a dwelling known as 405 E. Locust Street, Clearfield, PA 16830.

TAX PARCEL #004.4-K08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little, by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the Clearfield County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. CD-06-2127, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank, successor in interest to Keystone National Bank.


Attorney for Plaintiff

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

Civil Action No. CD-06-2127

vs.

AFFIDAVIT OF COMPLIANCE
WITH ACT 91

MARTHA L. KELLEY,

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

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

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

BERNSTEIN FILE NO. F0010816

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

AFFIDAVIT OF COMPLIANCE WITH ACT 91

COMMONWEALTH OF PENNSYLVANIA)
(SS:
COUNTY OF ALLEGHENY)

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

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

Notices.

Sworn to and subscribed
before me this 14th day
of February, 2007

~~Notary Public~~

Notarial Seal
Nancy Altman, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 19, 2010
Member, Pennsylvania Association of Notaries

Member, Pennsylvania Association of Notaries

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

Civil Action No. CD-06-2127

vs.

AFFIDAVIT PURSUANT
TO RULE 3129.1

MARTHA L. KELLEY,

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

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

BERNSTEIN FILE NO. F0010816

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

AFFIDAVIT PURSUANT TO RULE 3129.1

National City Bank, successor in interest to Keystone National Bank, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 405 East Locust Street, Clearfield, PA 16830 (see Deed description attached):

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

Martha L. Kelley
110 S. 2nd Street, Apt 1
Clearfield PA 16830

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

Martha L. Kelley
110 S. 2nd Street, Apt 1
Clearfield PA 16830

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

National City Bank, successor in interest to Keystone National Bank
c/o Bernstein Law Firm, P.C.
2200 Gulf Tower
Pittsburgh, PA 15219

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley, of, in and to

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

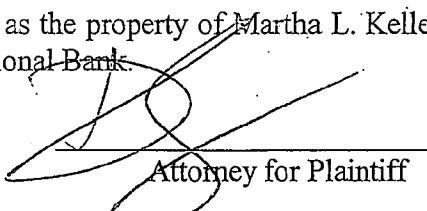
BEGINNING at a post on line of Locust Street, fifty-seven (57') feet East from Fourth Street; thence East by line of Locust Street thirty-eight (38') feet, more or less, to a private alley, (expressly for the use of this lot and two lots South of it) to a post; thence by said alley, South ninety-four (94') feet to a stake or mark on fence by adjoining lot; thence West thirty-eight (38') feet, more or less, to a stake; thence North by lot of B.C. Youngman ninety-four (94') feet to the post, and place of beginning.

HAVING erected thereon a dwelling known as 405 E. Locust Street, Clearfield, PA 16830.

TAX PARCEL #004.4-K08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little, by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the Clearfield County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. CD-06-2127, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank, successor in interest to Keystone National Bank.


Attorney for Plaintiff

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

National City Bank, successor in
interest to Keystone National Bank

COPY

Vs.

NO.: 2006-02127-CD

Martha L. Kelley

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK successor in interest to KEYSTONE NATIONAL BANK, Plaintiff(s) from MARTHA L. KELLEY, Defendant(s):

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

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

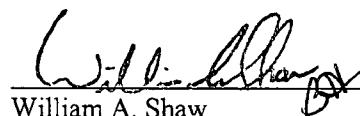
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL:.....\$10,569.87
INTEREST from 2/12/07 to 6/30/07
@ 10% per annum on \$7,576.52:.....\$289.80
ATTY'S COMM: \$
DATE: 04/30/2007

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES from 2/12/07 to 6/30/07
@ 4% per month on \$231.61:.....\$46.30
OTHER COSTS: \$



William A. Shaw

Prothonotary/Clerk Civil Division

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

Sheriff

Requesting Party: Deborah R. Erbstein, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley, of, in and to

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

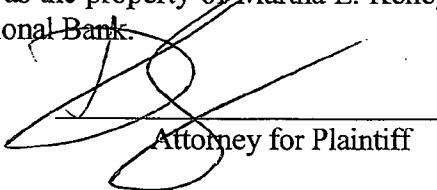
BEGINNING at a post on line of Locust Street, fifty-seven (57') feet East from Fourth Street; thence East by line of Locust Street thirty-eight (38') feet, more or less, to a private alley, (expressly for the use of this lot and two lots South of it) to a post; thence by said alley, South ninety-four (94') feet to a stake or mark on fence by adjoining lot; thence West thirty-eight (38') feet, more or less, to a stake; thence North by lot of B.C. Youngman ninety-four (94') feet to the post, and place of beginning.

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Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. CD-06-2127, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank, successor in interest to Keystone National Bank.



Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20583
NO: 06-2127-CD

PLAINTIFF: NATIONAL CITY BANK, SUCCESSOR IN INTEREST TO KEYSTONE NATIONAL BANK
VS.
DEFENDANT: MARTHA L. KELLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/30/2007

LEVY TAKEN 5/16/2007 @ 10:45 AM

POSTED 5/16/2007 @ 10:52 AM

SALE HELD

SOLD TO

WRIT RETURNED 11/30/2007

DATE DEED FILED **NOT SOLD**

DETAILS

@ SERVED MARTHA L. KELLEY

DEFENDANT, MARTHA L. KELLEY WAS NOT SERVED.

@ SERVED

NOW, MAY 18, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 6, 2007. THE LENDER CHARGED OFF THE ACCOUNT RATHER THAN PROCEED WITH THE SALE.

FILED
12:37 PM
NOV 30 2007
S

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20583
NO. 06-2127-CD

PLAINTIFF: NATIONAL CITY BANK, SUCCESSOR IN INTEREST TO KEYSTONE NATIONAL BANK
vs.
DEFENDANT: MARTHA L. KELLEY

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$158.68

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

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

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

National City Bank, successor in
interest to Keystone National Bank

Vs.

NO.: 2006-02127-CD

Martha L. Kelley

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

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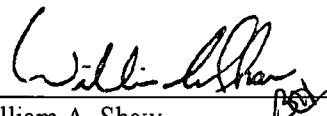
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AMOUNT DUE/PRINCIPAL:.....\$10,569.87
INTEREST from 2/12/07 to 6/30/07
@ 10% per annum on \$7,576.52:.....\$289.80
ATTY'S COMM: \$
DATE: 04/30/2007

PROTHONOTARY'S COSTS PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES from 2/12/07 to 6/30/07
@ 4% per month on \$231.61:.....\$46.30
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 30th day
of April A.D. 2007
At 3:00 A.M./P.M.

Chesler A. Henklein
Sheriff By Cynthia Butter Augherday

Requesting Party: Deborah R. Erbstein, Esq.
2200 Gulf Tower
Pittsburgh, PA 15219
(412) 456-8100

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

NATIONAL CITY BANK,
successor in interest to
Keystone National Bank,

Plaintiff

vs.

Civil Action No. CD-06-2127

MARTHA L. KELLEY,

Defendant

DEED DESCRIPTION

All the right, title, interest and claim of Martha L. Kelley, of, in and to

ALL that certain lot or parcel with all improvements thereon situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, bounded and described as follows:

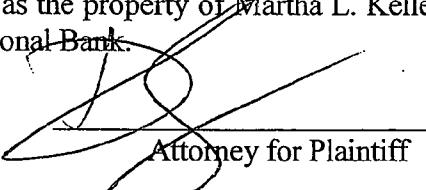
BEGINNING at a post on line of Locust Street, fifty-seven (57') feet East from Fourth Street; thence East by line of Locust Street thirty-eight (38') feet, more or less, to a private alley, (expressly for the use of this lot and two lots South of it) to a post; thence by said alley, South ninety-four (94') feet to a stake or mark on fence by adjoining lot; thence West thirty-eight (38') feet, more or less, to a stake; thence North by lot of B.C. Youngman ninety-four (94') feet to the post, and place of beginning.

HAVING erected thereon a dwelling known as 405 E. Locust Street, Clearfield, PA 16830.

TAX PARCEL #004.4-K08-217-00061

BEING the same premises which Clair J. Little and Elizabeth A. Little, by their deed dated December 4, 1989 and recorded December 5, 1989 in the office of the Clearfield County Recorder of Deeds in Deed Book Volume 1316 Page 519 granted and conveyed to Martha L. Kelley.

Judgment was recovered in the Court of Common Pleas of Clearfield County, Civil Action, as of No. CD-06-2127, seized and taken in execution as the property of Martha L. Kelley at the suit of National City Bank, successor in interest to Keystone National Bank.



Attorney for Plaintiff

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARTHA L. KELLEY NO. 06-2127-CD

NOW, November 30, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Martha L. Kelley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$158.68

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	10,569.87
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	231.61
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	289.80
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$11,111.28

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	158.68
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$283.68

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

CHESTER A. HAWKINS, Sheriff

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

BERNSTEIN
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WA)
DEBORAH R. ERNSTEIN (PA)
CHRISTOPHER M. BOBACK (PA)
PETER J. ASHCROFT (PA)
TRICIA LAVIS (PA)
SCOTT E. SCHUSTER (PA)
•STATES OF ADMISSION

STE. 2200 GULF TOWER, 707 GRANT ST., PITTSBURGH, PENNSYLVANIA 15219-1900 800.927.9197 412.456.8100 FAX 412.456.8195
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

May 18, 2007

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

Re: National City Mortgage
Vs: Martha L. Kelley
DOCKET NO. CD-06-2127
BERNSTEIN FILE NO. F0010816

Dear Sheriff:

On May 16, 2007 we instructed your office to stay the above-captioned Writ of Execution. Our client has advised us that NO FUNDS were realized to stay the Writ. The Lender has chosen to charge off this account rather than proceed to sale. Please contact our office if you should have any questions.

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

BERNSTEIN LAW FIRM, P.C.

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

NATIONAL CITY BANK OF
PENNSYLVANIA, et al.,
Plaintiff

*

*

-vs-

*

MARTHA L. KELLEY,
Defendant

*

*

Docket No. 2002-806-CD
Docket No. 2006-2127-CD

Type of pleading:
PRAECIPE

Filed on behalf of:
DEFENDANT, Martha L. Kelley

Counsel of record for this party:

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

60
FILED Atty pd.
03/08/2010 87.00
S JUN 08 2010 No CC
William A. Shaw
Prothonotary/Clerk of Courts
Cert. of Scty.
to Atty

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

NATIONAL CITY BANK OF
PENNSYLVANIA, et al.,
Plaintiff

*

*

-vs-
MARTHA L. KELLEY,
Defendant

*

*

Docket No. 2002-806-CD
Docket No. 2006-2127-CD

PRACIPE

TO THE PROTHONOTARY:

Please mark the dockets in the above-two cases as satisfied, with a notation that the judgment lien in the amount of \$21,139.76 in Docket No. 2002-806-CD and the judgment lien in the amount of \$10,569.87 in Docket No. 2006-2127-CD have both been released.

Respectfully submitted,

NATIONAL CITY BANK

By: 

DATED: 5/17/2010

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-02127-CD

National City Bank
Keystone National Bank

Debt: \$10,569.87

Vs.

Atty's Comm.:

Martha L. Kelley

Interest From:

Cost: \$7.00

NOW, Tuesday, June 08, 2010, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of June, A.D. 2010.



Prothonotary