

07-190-CD  
Bank of Am. Vs Kenneth Luchini

Bank of America vs Kenneth Luchini  
2007-190-CD

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

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BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

KENNETH A. LUCHINI  
RR 2, BOX 123 A,  
N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801

NO. 07-190-C

COMPLAINT IN  
MORTGAGE FORECLOSURE

DEFENDANT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 5982

FILED *Atty pd.*  
M 1/27/01 \$5.00  
FEB 06 2001  
William A. Shaw  
Prothonotary/Clerk of Courts  
2ccShff

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

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

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
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COMPLAINT IN  
MORTGAGE FORECLOSURE

DEFENDANT

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Kenneth A. Luchini (hereinafter referred to as "Defendant") is an adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendant and itself as Mortgagee. The Mortgage, dated June 30, 2004, was recorded on August 4, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200412668. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendant on June 30, 2004 in the original principal amount of \$12,500.00 payable to Plaintiff in monthly installments with an interest rate of 4.25%.

5. The land subject to the mortgage is  
RR 2, Box 123 A, n/k/a 555 Beers Road, Du Bois, PA 15801. A copy of the  
Legal Description is attached as Exhibit 'B' and incorporated herein.
6. The Defendant is the Record Owner of the mortgaged property located at  
RR 2, Box 123 A, n/k/a 555 Beers Road,  
Du Bois, PA 15801.
7. The Mortgage is now in default due to the failure of the Defendant to make  
payments as they become due and owing. As a result of the default, the  
following amounts are due:

Principal Balance	\$12,279.60
Interest to 1/30/2007	\$723.19
Annual Fees	\$50.00
BPO	\$95.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
<b>TOTAL</b>	<b>\$14,697.79</b>

plus interest from 1/31/2007 at \$2.86 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage  
documents and Pennsylvania Law, and will be collected in the event of a third  
party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale,  
reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a  
defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice")  
41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage  
Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on December 29, 2006. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$14,697.79 together with the interest from 1/31/2007 at \$2.86 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

**EXHIBIT 'A'**

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

72720042152938

(450)

**Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830**

Instrument Number - 200412668  
Recorded On 8/4/2004 At 11:56:55 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 8

Invoice Number - 115365

\* Mortgagor - LUCHINI, KENNETH A

\* Mortgagee - FLEET NATIONAL BANK

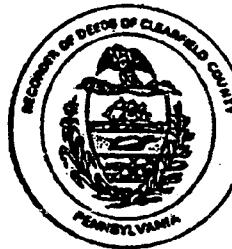
\* Customer - INTEGRATED LOAN SERVICES

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$34.50

**\*RETURN DOCUMENT TO:  
INTEGRATED LOAN SERVICES**

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



*Karen J. Starck*

**Karen L. Starck  
Recorder of Deeds**

**THIS IS A CERTIFICATION PAGE**

**Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

If property is located in PENNSYLVANIA:  
This is an open-end mortgage to secure future  
advances under, 42 Pa. C.S.A. 8143.

If property is located in RHODE ISLAND:  
This is an open-end mortgage to secure present  
and future loans under Chapter 25 of Title 34.

## Fleet Bank

### Open-End Mortgage

(for use in CT, FL, MA, ME,  
PA, and RI)

Maximum Principal Sum: U.S. \$  
**\$12,500.00**

Maturity Date:  
**JUNE 30, 2024**

Borrower(s)/Mortgagor(s):  
**KENNETH A LUCHINI**

At the option of the Lender the Maturity Date may  
be extended to: **JUNE 30, 2034**

Property Address:  
**RR 2 BOX 123A  
DU BOIS, PENNSYLVANIA 15801**

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS  
315 COURT STREET, P.O. BOX 3092  
UTICA, NY 13502**

BORROWER has entered into a Fleet Line Agreement ("Agreement") with Lender, dated the same date as this Mortgage, which is a consumer revolving loan agreement that provides for an open-end credit plan (as defined in the Truth in Lending Act). Under the Agreement, Borrower may obtain advances (including re-advances of any repaid principal) and is indebted to Lender for all amounts advanced and outstanding from time to time. All amounts advanced under the Agreement or this Mortgage, if not sooner paid, are due and payable at the Maturity Date. The maximum principal amount that is or may be secured by this Mortgage at any time and from time to time shall not exceed the Maximum Principal Sum shown above.



Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06067

LUCHINI, KENNETH A

34150

TO SECURE to Lender the repayment of the indebtedness evidenced by the Agreement, together with interest thereon, and all renewals, extensions, and conversions of or modifications to the Agreement; the payment of all other sums provided in the Agreement or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Agreement, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to and not exclusive of rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

#### PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

#### OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by this Mortgage and any other charges due under the Agreement.
- 2. Application of Payments.** Unless otherwise provided in the Agreement or required by applicable law, all payments received by Lender shall be applied first to billed finance charges, then to other charges that have not been added to principal, then to principal, and finally to unbilled finance charges.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood 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 such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus the Maximum Principal Sum; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) such amount as may be required by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. 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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

**5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligation under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interest of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

**7. Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. Condemnation.** The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

**9. Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**11. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Agreement; and (b) any notice required or permitted to be given to Lender under this Mortgage (including notices given pursuant to Pennsylvania Consolidated Statutes Annotated, title, 42, Section 8143 or to Rhode Island G.L. 34-25-10(b) and 34-25-11, if applicable) shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**12. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Agreement conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Agreement that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Agreement are declared to be severable.

**13. Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

**14. Events of Default.** Borrower shall be in default under this Mortgage on the occurrence of any of the following events: (a) failure by Borrower to pay when due any amount owing under the Agreement or this Mortgage if the failure continues for twenty-one (21) days after written notice of the failure is mailed to the Borrower (if the Property is located in Maine, such notice will not be sent until at least 10 days after the payment is due; if the Property is located in Connecticut, this Mortgage is subject to one or more prior mortgages, and there were loan fees, points, or other prepaid finance charges imposed in connection with the Agreement, such notice will not be sent until at least 39 days after the payment is due); (b) Borrower makes any fraudulent statement or material misrepresentation in connection with the Agreement or this Mortgage; (c) any action or inaction on Borrower's part adversely affects the Property or the Lender's rights in the property (e.g., a transfer of title to or sale of an interest in the Property without the Lender's consent; failure to maintain insurance or pay taxes on the Property; action by the Borrower resulting in the filing of a mortgage or lien that is or becomes senior to Lender's Mortgage; action by the Borrower that jeopardizes the Lender's security for future advances; death of all individuals obligated on the Agreement; a taking of the Property by eminent domain; foreclosure by a prior lienholder; or if the Lender's security interest is adversely affected due to: (i) waste, destructive use of or Borrower's failure to maintain the Property; (ii) Borrower's illegal use of the Property that subjects it to seizure; (iii) the filing of a judgement against Borrower; (iv) death of one of the joint obligors on the Agreement (except that this event of default shall not apply if the Property is located in Connecticut); or (v) Borrower's moving out of the Property and failing to return within twenty-one (21) days after written notice is mailed to the Borrower).

**15. Acceleration; Remedies.** On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

**16. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by 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 fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**17. Waiver of Homestead; Dower and Curtesy.** When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

**18. Release.** Until all amounts secured are paid in full and the Agreement is canceled, this Mortgage will remain in effect, even though the loan balance may be reduced to zero from time to time. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when: (a) all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage; and (b) the Lender has no continuing obligation to make additional advances.

**19. New York Lien Law.** If the Agreement and Mortgage are governed by New York law, the Borrower will receive all amounts advanced under the Agreement subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will use any money received from the Lender under the Agreement for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**NOTICE TO CONSUMER:** 1. Do not sign this Mortgage before you read it.  
2. You are entitled to a copy of this Mortgage.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Mortgage under seal this **30TH** day of **JUNE** (month), **2004**. **WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER**

Frances Miller  
(Signature of Witness One)

(Signature of Witness One)  
Printed Name:

Printed Name:

Debra J. Haff

(Signature of Witness Two)

Printed Name:

  
(Mortgagor/Borrower Signature)  
Printed Name: KENNETH A LUCHINI

(Mortgagor/Borrower Signature)

Printed Name: KENNETH A LUCHINI

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(Signature of Witness One)

Printed Name:

**(Mortgagor/Borrower Signature)**

Printed Name:

(Signature of Witness Two)

Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS

Date: June 30, 2004

On this **30TH** day of **JUNE, 2004**, the undersigned notary public, personally appeared **KENNETH A. LUCHINI**

proved to me through satisfactory evidence of identification, and I

, respectively, to be the individual(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose.

<i>Melissa Luchini</i>	<b>NOTARIAL SEAL</b>
	MELISSA A LUCHINI, Notary Public
Notary Public	City of St. Marys, Elk County
Print Name: _____	My Commission Expires Feb. 25, 2006
My Commission Expires: _____	

### 3. fSeal

**NOTARIAL SEAL**  
LISSA A. LUCHINI, Notary Public  
City of St. Marys, Elk County  
Commission Expires Feb. 25, 2008

EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s):

KENNETH A LUCHINI

Date of Mortgage:

JUNE 30, 2004

Mortgagee:

FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

Property Address:

RR 2 BOX 123A  
DU BOIS, PENNSYLVANIA 15801

The Property is located in DU BOIS Sandy Tree (city/town),  
CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed  
recorded among the land records of the County set forth above:

Deed recorded in Inst # 20010238  
PARCEL ID 128-D1-16.5

Remit all Legal Documents to: -----

Fleet Bank  
Consumer Loan Operations, 315 Court Street, P.O. Box 3092  
Utica, NY 13502

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Name

Title

Printed Name and Address of Person Who Prepared This Mortgage:

Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Batterson Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06032

## EXHIBIT 'B'

## **THIS DEED**

MADE the 7th day of February, in the year two thousand one (2001).

BETWEEN KENNETH A. LUCHINI, single, of Sandy Township, Du Bois,  
Clearfield County, Pennsylvania, hereinafter referred to as GRANTOR

A N D

KENNETH A. LUCHINI, of R.R. #2, Box 123 A, Du Bois, Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as the GRANTEE.

WITNESSETH, That in consideration of One (1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 87° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong.

Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

ALSO known as Tax Map D1-16.5 on the Clearfield County Tax Assessment Maps.

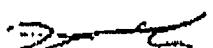
It is the intent of this instrument to combine into one lot parcels 3, 4 and 5 as referenced in the deed of Andrew J. Park, et ux to Kenneth A. Luchini, dated June 14, 2000, and recorded in Clearfield County Recorder's Office as Instrument Number 2000008512.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND  
the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his  
hand and seal the day and year first above written.

Sealed and delivered in the presence of

Marlene E. Duttry

 (SEAL)

KENNETH A. LUCHINI

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :

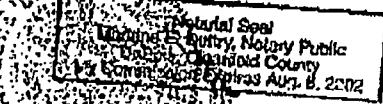
:

On this, the 14<sup>th</sup> day of February, 2001, before me, a  
Notary Public, the undersigned officer, personally appeared,  
KENNETH A. LUCHINI, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same for the purpose therein  
contained.

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

My Commission Expires:

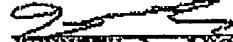
04/14/02



Marlene E. Duttry  
Notary Public

## NOTICE

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

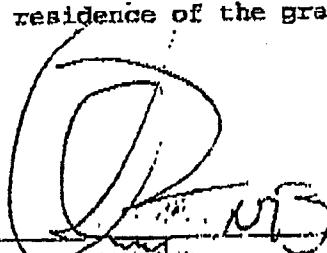
  
KENNETH A. LUCHINI

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

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

R D # 2, Box 123-A  
Du Bois, PA 15801



KAREN L. STARCK  
 REGISTERED RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 DEPARTMENT OF  
 RECORDS  
 200008512  
 RECORDS 96  
 JUN 16, 2000  
 1:58:51 PM  
 RECORDING FEES - \$2.00  
 RECORDED  
 FEE  
 COUNTY IMPROVEMENT \$1.00  
 RECORDED  
 IMPROVEMENT FEE \$1.00  
 STATE TRANSFER \$500.00  
 TAX  
 STATE INIT TAX \$20.00  
 SANDY TOWNSHIP  
 GORDON PARK  
 SCHOOLS  
 TOTAL \$1,160.00  
 D.J.M.

**THIS DEED**

MADE the 14th day of June, in the year two thousand (2000).

BETWEEN ANDREW J. PARK and ERIN C. CONNER-PARK, his wife,  
 of the City of Du Bois, Clearfield County, Pennsylvania, herein-  
 after referred to as GRANTORS

A N D

KENNETH A. LUCHINI, of Sandy Township, Clearfield County,  
 Pennsylvania, hereinafter referred to as the GRANTEE.

WITNESSETH, That in consideration of Fifty-Four Thousand  
 (\$54,000.00) Dollars in hand paid, the receipt whereof is hereby  
 acknowledged, the said grantors do hereby grant and convey to the  
 said grantee,

ALL those certain parcels situate in the Township of Sandy,  
 County of Clearfield, State of Pennsylvania bounded and described  
 as follows, to wit:

THE FIRST THEREOF: BEGINNING at a witnesseth stone pile  
 corner, being the Southwest corner of the State Forest Lands, the  
 Northwest corner of parcel herein described, and on the line of  
 lands of William E. Little; thence along the State Forest lands  
 South 84° 31' 43" East, 623.18 feet to the Northwest corner of  
 other lands of Fred B. Keller, Jr.; thence along other lands of  
 Fred B. Keller, Jr. South 27° 11' 11" East, 286.81 feet to the  
 Southwest corner of same; thence along same North 58° 02' 00" East,  
 77.79 feet to an I.P. corner of other lands of Fred B. Keller, Jr.  
 and on the line of Parcel Two herein described; thence along Parcel  
 Two South 53° 40' 35" West 99.92 feet to an I.P. corner; thence

along same and along lands of D. Kurto, Sr. North  $26^{\circ} 53' 26''$  West 118.18 feet to an I.P. found at the Northeast corner of D. Kurto, Sr.; thence along D. Kurto, Sr. South  $51^{\circ} 44' 42''$  West, 100.00 feet to the Northwest corner of D. Kurto, Sr. and the right of way of a called 12 foot private road; thence along said 12 foot private road North  $20^{\circ} 22' 27''$  West, 150.63 feet; thence along the end of same South  $73^{\circ} 14' 51''$  West, 12.00 feet to an I.P. found at the Northeast corner of Chester J. Leonard; thence along Chester J. Leonard South  $73^{\circ} 14' 51''$  West, 99.58 feet to an I.P. found at the Northwest corner of Chester J. Leonard; thence along same South  $16^{\circ} 44' 23''$  East, 99.05 feet to a stake and stones found at the Southwest corner of Chester J. Leonard on the right of way of a called 12 foot private road; thence across the called 12 foot private road South  $2^{\circ} 35' 04''$  East, 24.51 feet to an I.P. found at the Northwest corner of other lands of Chester J. Leonard and the Northeast corner of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr. South  $71^{\circ} 14' 09''$  West, 97.55 feet to an I.P. found at the Northeast corner of Elmer J. Campbell; thence along Elmer J. Campbell South  $82^{\circ} 49' 59''$  West 100.54 feet to an I.P. found at the Northwest corner of Elmer J. Campbell; thence along same South  $24^{\circ} 07' 00''$  East 97.63 feet to an I.P. found at the Southwest corner of Elmer J. Campbell; thence still along same North  $88^{\circ} 03' 42''$  East, 98.92 feet to an I.P. found at the Southwest corner of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr., North  $80^{\circ} 58' 21''$  East 99.97 feet to an I.P. found at the Southwest corner of Chester J. Leonard; thence along Chester J. Leonard North  $82^{\circ} 35' 10''$  East, 100.10 feet to an I.P. found at the Southeast corner of Chester J. Leonard and at the right of way called 12 foot private road North  $53^{\circ} 26' 47''$  East, 37.57 feet to the Southwest corner of D. Kurto, Sr., and the corner of Parcel Two herein described; thence along Parcel Two, and crossing Unilec right of way, South  $15^{\circ} 45' 45''$  East, 37.40 feet to the western corner of Roberto and Edward Rocca; thence along Roberto and Edward Rocca, South  $45^{\circ} 33' 22''$  East, 70.00 feet to the Southwest corner of Roberta and Edward Rocca on the Northern boundary of a called 12 foot private road separating Roberta and Edward Rocca, C.L. Gardner; thence crossing said called 12 foot private road, and along C.L. Gardner South  $10^{\circ} 24' 16''$  West, 112.00 feet to a stake in stones found at the Southwest corner of C.L. Gardner, and on the line of other lands of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr. North  $72^{\circ} 16' 48''$  West, 114.27 feet to an iron pin corner found; thence along same,

and crossing the aforesaid Unilec right of way North 7° 56' 20" West, 73.79 feet to an I.P. corner found; thence still along same South 80° 57' 19" West, 137.53 feet to an I.P. corner found; thence still along same, and crossing the aforesaid Unilec right of way, South 13° 41' 19" East, 120.51 feet to an I.P. corner found; thence still along same South 51° 02' 00" West, 102.15 feet to the western corner of Wilson E. Leonard, Jr., and the Northern right of way of Township Road T-407; thence along Township Road T-407 by a curve to the left the long chord being North 81° 34' 59" West 57.67 feet, said course crossing aforesaid Unilec right of way; thence along same Township Road T-407 by a curve to the left the long chord being North 85° 37' 59" West 129.68 feet; thence still along same R/W by tangent North 86° 54' 59" West 231.32 feet, said course crossing another Unilec right of way, to the Southwest corner of the parcel herein described and the line of William E. Little; thence along William E. Little, crossing aforesaid Unilec right of way, North 5° 32' 00" East 641.53 feet to the place of beginning.

CONTAINING 7.99 acres. The described parcel was surveyed August 16, 1979 by R.L. Kester, L.L.S.

THE SECOND THEREOF: BEGINNING at the southwest corner of Celia Garvin on the Western right of way of Township Road T-407; thence along Township Road T-407 South 56° 30' 00" West 30.81 feet to an I.P. corner of land of Ernest Lesuer; thence along land of Ernest Lesuer North 55° 18' 59" West 113.07 feet to an I.P. in a stump; thence along same South 59° 51' 01" West, 80.36 feet to center of spring house, the Northwest corner of land presently owned by Ernest Lesuer; thence along other land of Ernest Lesuer South 61° 36' 52" West, 123.64 feet to an I.P. found at the northern corner of Roberto and Edward Rocca; thence along Roberto and Edward Rocca South 53° 48' 11" West 100.00 feet to the Western corner of Roberta and Edward Rocca, and a corner of Parcel One afore described; thence along Parcel One, and crossing a Unilec right of way, North 15° 45' 45" West 37.40 feet to the Southwest corner of D. Kurto, Sr.,; thence along D. Kurto, Sr., North 51° 44' 43" East 100.00 feet to the Southeast corner of D. Kurto Sr., and on the line of Parcel One; thence along Parcel One South 26° 53' 26" East 16.18 feet to an I.P. corner, thence along same North 53° 40' 35" East 99.92 feet to an I.P. found at the Eastern most corner of Parcel One, and the Southwest corner of other lands of Fred B. Keller,

Jr.; thence along other lands of Fred B. Keller, Jr., North 53° 38' 00" East 98.15 feet to an iron pin at the same Southeast corner of Fred B. Keller, Jr.; thence along same North 24° 43' 06" West 31.06 feet to the Southwest corner of other lands of Fred B. Keller, Jr.; thence along the lands of Fred B. Keller, Jr., North 78° 44' 00" East 22.20 feet to an I.P. found at the Northwest corner of parcel conveyed to Celia Garvin; thence along same, being the spring house lot, South 37° 31' 06" East, 39.39 feet to an I.P. corner found; thence along same South 55° 19' 01" East, 126.83 feet to the South corner of the spring house lot, on the line of Celia Garvin; thence along the line of Celia Garvin South 14° 20' 00" East 17.92 feet to the place of beginning.

CONTAINING 0.40 acres. The described parcel was surveyed August 16, 1979 by R.L. Kester, L.L.S.

THE THIRD THEREOF: BEGINNING at an iron pin, said pin being North 55° 11' West 184.39 feet from the centerline intersection of a private road going through lands of Garvin (former grantor) and Township Road T-407, which runs easterly to PA Legislative Route 17031; thence South 53° 38' 00" West 98.15 feet to an iron pin set by Myles Garvin; thence North 25° 53' 16" West 100.00 feet to a point within lands formerly of Myles Garvin et ux; thence North 54° 18' 03" East 100.00 feet to another iron pin set by Garvin at the edge of the private road; thence along said road South 24° 43' 06" East 99.21 feet to the iron pin at place of beginning, being the easternmost corner of the within described parcel.

CONTAINING .22 acre and being designated as Parcel #1 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE FOURTH THEREOF: BEGINNING at an iron pin on the northwest corner of lands now or formerly of Celia Garvin on line of lands of the Department of Forests and Waters (said line may be in dispute); thence South 14° 20' 00" East 71.22 feet along Celia Garvin, to an iron pin set by Myles Garvin; thence South 78° 44' 00" West 121.02 feet passing another iron pin at 98.83 feet to a point on line of land conveyed to Mary D. Nyman; thence North 24° 43' 06" West 68.10 feet to another iron pin on the Northeast corner of the Nyman parcel; thence North 13° 29' 52" West passing an iron pin, not in

alignment on a line painted white by the Department of Forests and Waters, said line now in dispute at 35.20 feet a total distance of 78.15 feet to an old post and stones corner, claimed by Myles Garvin to be the original corner of tract line; thence South 72° 59' 32" East 154.53 feet to the iron pin at the place of beginning.

CONTAINING .32 acre and being designated as Parcel #2 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE FIFTH THEREOF: BEGINNING at an iron pin on the northeast corner of the former Mary D. Nyman parcel; thence along same South 54° 18' 03" West 100.00 feet to a point; thence still along same South 25° 53' 16" East 100.00 feet to an iron pin on the southern most corner of the same near an unrecorded and undefined right of way, formerly R.E.A., now Unilec; thence along said right of way South 58° 02' 00" West 77.79 feet to another iron pin set by Garvin; thence through land now or formerly of Myles Garvin, North 27° 11' 11" West passing at 265.31 feet a line painted by the Department of Forests and Waters, said line now in dispute, a total distance of 393.24 feet to an old iron pin, claimed by Garvin to be on the old tract line; thence South 72° 21' 02" East 278.06 feet to the old post and stones corner at the above described parcel (The Fourth Thereof); thence along above described parcel South 13° 29' 52" East passing an iron pin, said pin not in alignment on the disputed line of Department of Forest and Waters at 42.95 feet a total distance of 78.15 feet to the iron pin at place of beginning.

CONTAINING 1 acre and being designated as Parcel #3 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE ABOVE PARCELS ARE SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

The Grantor does further grant and convey to Grantee, his heirs and assigns, forever, the easement and right to use and draw water from a spring located on other lands now or formerly of the Garvins. Said spring is located 30 feet more or less from the Souther boundary line of land purchased by the Kellers from Mary D.

Nyman. The Grantee and his heirs and assigns shall have the right of ingress, egress and regress on to the land now or formerly of the Garvins to obtain said water and to lay, maintain and replace a water line from said spring to lands of Grantee.

The Grantor herein does further grant and convey to the grantee herein and to his heirs and assigns forever, the right of ingress, egress and regress over a dirt road leading from a township road in a northwesterly direction through the land now or formerly of the Garvins. The right to use said roadway by the said Grantee herein, his heirs and assigns forever, shall be in common with the right of the said Garvins, their heirs and assigns to use the same. If it shall be necessary for the said Grantee, his heirs and assigns, to cross other lands now or formerly of the Garvins to get on the said dirt road, then the said Grantee, his heirs and assigns, shall have the right to cross such other lands now or formerly of the said Garvins as may be necessary to get on the said dirt road.

BEING described in the Office of Mapping and Assessment of Clearfield County as Map Nos. 128-D1-16 and 128-D1-16.5.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

BEING the same premises which became vested in Andrew J. Park by deed of Kathryn Lutz Keller, a/k/a Kathryn E. Keller, dated December 12, 1997, and recorded in Clearfield County Deed Book 1895, page 107.

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their

hands and seals the day and year first above written.

Sealed and delivered in the presence of

Susan M. Swales

Andrew J. Park (SEAL)  
ANDREW J. PARK

Susan M. Swales

Erin C. Connor-Park (SEAL)  
ERIN C. CONNER-PARK

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :

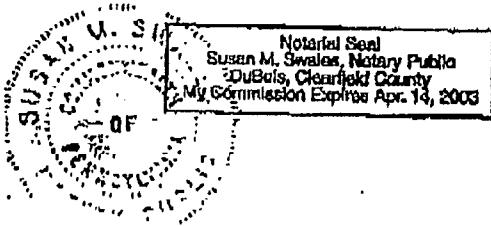
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On this, the 15<sup>th</sup> day of JUNE, 2000, before me, a Notary Public, the undersigned officer, personally appeared, ANDREW J. PARK and ERIN C. CONNOR-PARK, his wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires:

Susan M. Swales  
Notary Public

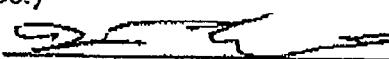


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## NOTICE

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

Susan M. Luchini



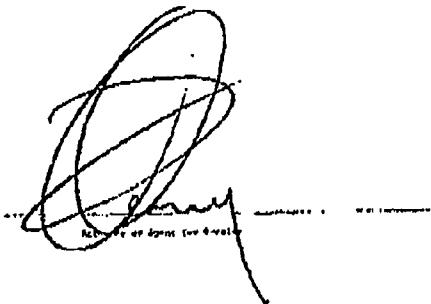
Kenneth A. Luchini

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

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

R D # 2, Box 123-A  
Du Bois, PA 15801



# EXHIBIT 'D'

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

December 29, 2006

KENNETH A. LUCHINI  
RR 2 BOX 123A  
DU BOIS, PA 15801-9110

KENNETH A. LUCHINI  
555 BEERS RD  
DU BOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9849 7756 4103

SENDERS RECORD

Certified Article Number

7160 3901 9849 7756 4165

SENDERS RECORD

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): **KENNETH A. LUCHINI**  
PROPERTY ADDRESS: **RR 2 BOX 123A, DU BOIS, PA 15801**  
LOAN ACCT. NO.: **68811004164999**  
ORIGINAL LENDER: **FLEET NATIONAL BANK**  
CURRENT LENDER/SERVICER: **BANK OF AMERICA F/K/A FLEET NATIONAL BANK**

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** -If you meet with one of the consumer credit counseling 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 and 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 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 PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT  
TO COLLECT THE DEBT**  
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: RR 2 123A, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 07/14/2006 thru 12/14/2006 at \$ 82.93 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 570.16
Suspense:	<u>(\$ 0.00)</u>
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$570.16</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$ 570.16 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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) N/A.

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

**IF THE MORTGAGE IS FORECLOSED UPON-** The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 mortgage property could be held would be approximately SIX (6) 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: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

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

**CLEARFIELD County**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

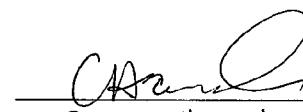
**Indiana Co. Community Action Program**  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

**VERIFICATION**

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Craig Hanlon  
**Attorney in Fact**  
Bank of America, N.A.,  
s/b/m Fleet National Bank

FILED

FEB 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102425  
NO: 07-190-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A.

vs.

DEFENDANT: KENNETH A. LUCHINI

SHERIFF RETURN

NOW, February 08, 2007 AT 11:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH A LUCHINI DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH A. LUCHINI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED

0/11:50 cm  
MAY 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	36887	10.00
SHERIFF HAWKINS	JAVARDIAN	36887	20.00

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Hark*  
Chester A. Hawkins  
Sheriff

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

COPY

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

KENNETH A. LUCHINI  
RR 2, BOX 123 A,  
N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801  
DEFENDANT

NO.

07-190-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 5982

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

FEB 06 2007

Attest.

William L. Clegg  
Prothonotary/  
Clerk of Courts

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

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LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

---

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

NO.

KENNETH A. LUCHINI  
RR 2, BOX 123 A,  
N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801

COMPLAINT IN  
MORTGAGE FORECLOSURE

DEFENDANT

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Kenneth A. Luchini (hereinafter referred to as "Defendant") is an adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendant and itself as Mortgagee. The Mortgage, dated June 30, 2004, was recorded on August 4, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200412668. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendant on June 30, 2004 in the original principal amount of \$12,500.00 payable to Plaintiff in monthly installments with an interest rate of 4.25%.

5. The land subject to the mortgage is  
RR 2, Box 123 A, n/k/a 555 Beers Road, Du Bois, PA 15801. A copy of the Legal Description is attached as Exhibit 'B' and incorporated herein.
6. The Defendant is the Record Owner of the mortgaged property located at  
RR 2, Box 123 A, n/k/a 555 Beers Road,  
Du Bois, PA 15801.
7. The Mortgage is now in default due to the failure of the Defendant to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$12,279.60
Interest to 1/30/2007	\$723.19
Annual Fees	\$50.00
BPO	\$95.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
<b>TOTAL</b>	<b>\$14,697.79</b>

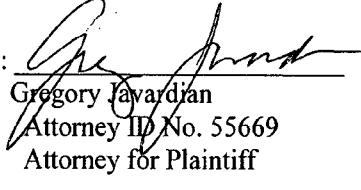
plus interest from 1/31/2007 at \$2.86 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on December 29, 2006. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$14,697.79 together with the interest from 1/31/2007 at \$2.86 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

# **EXHIBIT 'A'**

CLEARFIELD COUNTY  
**RECORDER OF DEEDS**

12720042152938

(450)

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
INTEGRATED LOAN SERVICES

Instrument Number - 200412668

Recorded On 8/4/2004 At 11:56:55 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 8

Invoice Number - 115365

\* Mortgagor - LUCHINI, KENNETH A

\* Mortgagee - FLEET NATIONAL BANK

\* Customer - INTEGRATED LOAN SERVICES

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
<b>TOTAL</b>	<b>\$34.50</b>

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



*Karen J. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

If property is located in PENNSYLVANIA:  
This is an open-end mortgage to secure future  
advances under, 42 Pa. C.S.A. 8143.

If property is located in RHODE ISLAND:  
This is an open-end mortgage to secure present  
and future loans under Chapter 25 of Title 34.

## Fleet Bank

### Open-End Mortgage

(for use in CT, FL, MA, ME,  
PA, and RI)

**Maximum Principal Sum: U.S. \$**  
**\$12,500.00**

**Maturity Date:**  
**JUNE 30, 2024**

**Borrower(s)/Mortgagor(s):**  
**KENNETH A LUCHINI**

At the option of the Lender the Maturity Date may  
be extended to: **JUNE 30, 2034**

**Property Address:**  
**RR 2 BOX 123A**  
**DU BOIS, PENNSYLVANIA 15801**

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee  
("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS**  
**315 COURT STREET, P.O. BOX 3092**  
**UTICA, NY 13502**

BORROWER has entered into a Fleet Line Agreement ("Agreement") with Lender, dated the same date as this Mortgage, which is a consumer revolving loan agreement that provides for an open-end credit plan (as defined in the Truth in Lending Act). Under the Agreement, Borrower may obtain advances (including re-advances of any repaid principal) and is indebted to Lender for all amounts advanced and outstanding from time to time. All amounts advanced under the Agreement or this Mortgage, if not sooner paid, are due and payable at the Maturity Date. The maximum principal amount that is or may be secured by this Mortgage at any time and from time to time shall not exceed the Maximum Principal Sum shown above.



Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06067

LUCHINI, KENNETH A

34.50

TO SECURE to Lender the repayment of the indebtedness evidenced by the Agreement, together with interest thereon, and all renewals, extensions, and conversions of or modifications to the Agreement; the payment of all other sums provided in the Agreement or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Agreement, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to and not exclusive of rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

#### PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

#### OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by this Mortgage and any other charges due under the Agreement.
- 2. Application of Payments.** Unless otherwise provided in the Agreement or required by applicable law, all payments received by Lender shall be applied first to billed finance charges, then to other charges that have not been added to principal, then to principal, and finally to unbilled finance charges.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any leasehold payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood 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 such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus the Maximum Principal Sum; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) such amount as may be required by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. 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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

**5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligation under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interest of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

**7. Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. Condemnation.** The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, is hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage.

**9. Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**11. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Agreement; and (b) any notice required or permitted to be given to Lender under this Mortgage (including notices given pursuant to Pennsylvania Consolidated Statutes Annotated, title, 42, Section 8143 or to Rhode Island G.L. 34-25-10(b) and 34-25-11, if applicable) shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**12. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Agreement conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Agreement that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Agreement are declared to be severable.

**13. Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

**14. Events of Default.** Borrower shall be in default under this Mortgage on the occurrence of any of the following events: (a) failure by Borrower to pay when due any amount owing under the Agreement or this Mortgage if the failure continues for twenty-one (21) days after written notice of the failure is mailed to the Borrower (if the Property is located in Maine, such notice will not be sent until at least 10 days after the payment is due; if the Property is located in Connecticut, this Mortgage is subject to one or more prior mortgages, and there were loan fees, points, or other prepaid finance charges imposed in connection with the Agreement, such notice will not be sent until at least 39 days after the payment is due); (b) Borrower makes any fraudulent statement or material misrepresentation in connection with the Agreement or this Mortgage; (c) any action or inaction on Borrower's part adversely affects the Property or the Lender's rights in the property (e.g., a transfer of title to or sale of an interest in the Property without the Lender's consent; failure to maintain insurance or pay taxes on the Property; action by the Borrower resulting in the filing of a mortgage or lien that is or becomes senior to Lender's Mortgage; action by the Borrower that jeopardizes the Lender's security for future advances; death of all individuals obligated on the Agreement; a taking of the Property by eminent domain; foreclosure by a prior lienholder; or if the Lender's security interest is adversely affected due to: (i) waste, destructive use of or Borrower's failure to maintain the Property; (ii) Borrower's illegal use of the Property that subjects it to seizure; (iii) the filing of a judgement against Borrower; (iv) death of one of the joint obligors on the Agreement (except that this event of default shall not apply if the Property is located in Connecticut); or (v) Borrower's moving out of the Property and failing to return within twenty-one (21) days after written notice is mailed to the Borrower).

**15. Acceleration; Remedies.** On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

**16. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by 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 fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**17. Waiver of Homestead; Dower and Curtesy.** When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

**18. Release.** Until all amounts secured are paid in full and the Agreement is canceled, this Mortgage will remain in effect, even though the loan balance may be reduced to zero from time to time. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when: (a) all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage; and (b) the Lender has no continuing obligation to make additional advances.

**19. New York Lien Law.** If the Agreement and Mortgage are governed by New York law, the Borrower will receive all amounts advanced under the Agreement subject to the trust fund provisions of Section 13 of the New York Lien Law. Borrower will use any money received from the Lender under the Agreement for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

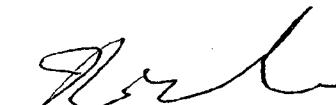
**NOTICE TO CONSUMER:** 1. Do not sign this Mortgage before you read it.  
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 30TH day of JUNE (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.



(Signature of Witness One)

Printed Name:



(Mortgagor/Borrower Signature)

Printed Name: KENNETH A LUCHINI



(Signature of Witness Two)

Printed Name:

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

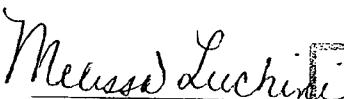
Date: June 30, 2004

On this 30TH day of JUNE, 2004, the undersigned notary public, personally appeared

KENNETH A LUCHINI

proved to me through satisfactory evidence of identification, which were

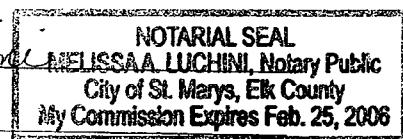
, respectively, to be the individual(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they) signed it voluntarily for its stated purpose.



Notary Public

Print Name:

My Commission Expires:



[Seal]

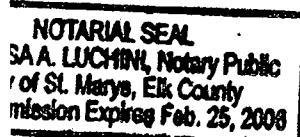


EXHIBIT A  
TO  
MORTGAGE

**Borrower(s)/Mortgagor(s):**

KENNETH A LUCHINI

**Date of Mortgage:**

JUNE 30, 2004

**Mortgagee:**

FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

**Property Address:**

RR 2 BOX 123A  
DU BOIS, PENNSYLVANIA 15801

The Property is located in DU BOIS Sandy Top (city/town),

CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed  
recorded among the land records of the County set forth above:

Deed recorded in Inst # 200102318  
PARCEL ID 128-D1-16.5

Remit all Legal Documents to: -----

Fleet Bank  
Consumer Loan Operations, 315 Court Street, P.O. Box 3092  
Utica, NY 13502

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Name

Arcyce Paciello

Title

Supervisor

Printed Name and Address of Person Who Prepared This Mortgage:

Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Batterson Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06032

## **EXHIBIT 'B'**

NOV 21 2000 10:30 AM  
KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200102318  
RECORDED ON  
Feb 15, 2001  
1:31:53 PM  
RECORDING FEES - \$13.00  
RECORDER \$1.00  
DRAFT IMPROVEMENT \$1.00  
TUG \$1.00  
RECORDER \$1.00  
IMPROVEMENT FEE \$1.00  
STATE MATT TAX \$0.50  
DEA \$1.50  
CUSTOMER  
LAKLEY, JAMES, HOMMEY

**THIS DEED**

MADE the 7th day of February, in the year two thousand one (2001).

BETWEEN KENNETH A. LUCHINI, single, of Sandy Township, Du Bois, Clearfield County, Pennsylvania, hereinafter referred to as GRANTOR

A N D

KENNETH A. LUCHINI, of R.R. #2, Box 123 A, Du Bois, Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as the GRANTEE.

WITNESSETH, That in consideration of One (1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantee,

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 3/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmon.

Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING the third, fourth and fifth parcels of the same premises which became vested in the Grantor herein by deed of Andrew J. Park, et ux, dated June 14, 2000, and recorded in Clearfield County as Instrument No. 2000008512.

ALSO known as Tax Map D1-16.5 on the Clearfield County Tax Assessment Maps.

It is the intent of this instrument to combine into one lot parcels 3, 4 and 5 as referenced in the deed of Andrew J. Park, et ux to Kenneth A. Luchini, dated June 14, 2000, and recorded in Clearfield County Recorder's Office as Instrument Number 200008512.

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND  
the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his  
hand and seal the day and year first above written.

Sealed and delivered in the presence of

Marlene E. Duttry

 (SEAL)

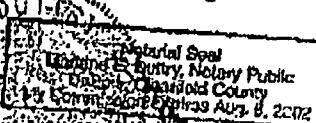
KENNETH A. LUCHINI

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

On this, the 14<sup>th</sup> day of February, 2001, before me, a  
Notary Public, the undersigned officer, personally appeared,  
KENNETH A. LUCHINI, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same for the purpose therein  
contained.

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

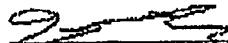
My Commission Expires:



Marlene E. Duttry  
Notary Public

## NOTICE

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

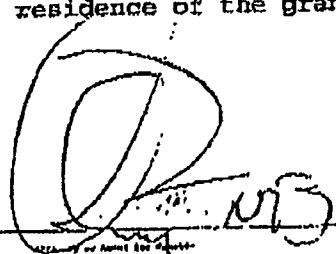
  
KENNETH A. LUCHINI

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

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

R D # 2, Box 123-A  
Du Bois, PA 15801



B.J.M.

RECORDING FEES -	\$21.00
COUNTY IMPROVEMENT FEE	11.00
FIRE INSURANCE	1.00
RECORDED	11.00
INVESTIGATION FEE	150.00
STATE TRANSFER TAX	15.00
SITE SUR TAX	35.00
SANDY TOWNSHIP DUES	220.00
SPONSOR'S FEES	220.00
TOTAL	\$1,121.00

RECORDED ON 1:53:51 PM  
JUN 16, 2000  
EXPIRATION DATE 200008512  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

## THIS DEED

MADE the 14th day of June, in the year two thousand (2000).

BETWEEN ANDREW J. PARK and ERIN C. CONNER-PARK, his wife, of the City of Du Bois, Clearfield County, Pennsylvania, herein-after referred to as GRANTORS

A N D

KENNETH A. LUCHINI, of Sandy Township, Clearfield County, Pennsylvania, hereinafter referred to as the GRANTEE.

WITNESSETH, That in consideration of Fifty-Four Thousand (\$54,000.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee,

ALL those certain parcels situate in the Township of Sandy, County of Clearfield, State of Pennsylvania bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a witnesseth stone pile corner, being the Southwest corner of the State Forest Lands, the Northwest corner of parcel herein described, and on the line of lands of William E. Little; thence along the State Forest lands South 84° 31' 43" East, 623.18 feet to the Northwest corner of other lands of Fred B. Keller, Jr.; thence along other lands of Fred B. Keller, Jr. South 27° 11' 11" East, 286.81 feet to the Southwest corner of same; thence along same North 58° 02' 00" East, 77.79 feet to an I.P. corner of other lands of Fred B. Keller, Jr. and on the line of Parcel Two herein described; thence along Parcel Two South 53° 40' 35" West 99.92 feet to an I.P. corner; thence

along same and along lands of D. Kurto, Sr. North 26° 53' 26" West 118.18 feet to an I.P. found at the Northeast corner of D. Kurto, Sr.; thence along D. Kurto, Sr. South 51° 44' 42" West, 100.00 feet to the Northwest corner of D. Kurto, Sr. and the right of way of a called 12 foot private road; thence along said 12 foot private road North 20° 22' 27" West, 150.63 feet; thence along the end of same South 73° 14' 51" West, 12.00 feet to an I.P. found at the Northeast corner of Chester J. Leonard; thence along Chester J. Leonard South 73° 14' 51" West, 99.58 feet to an I.P. found at the Northwest corner of Chester J. Leonard; thence along same South 16° 44' 23" East, 99.05 feet to a stake and stones found at the Southwest corner of Chester J. Leonard on the right of way of a called 12 foot private road; thence across the called 12 foot private road South 2° 35' 04" East, 24.51 feet to an I.P. found at the Northwest corner of other lands of Chester J. Leonard and the Northeast corner of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr. South 71° 14' 09" West, 97.55 feet to an I.P. found at the Northeast corner of Elmer J. Campbell; thence along Elmer J. Campbell South 82° 49' 59" West 100.54 feet to an I.P. found at the Northwest corner of Elmer J. Campbell; thence along same South 24° 07' 00" East 97.83 feet to an I.P. found at the Southwest corner of Elmer J. Campbell; thence still along same North 88° 03' 42" East, 98.92 feet to an I.P. found at the Southwest corner of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr., North 80° 58' 21" East 99.97 feet to an I.P. found at the Southwest corner of Chester J. Leonard; thence along Chester J. Leonard North 82° 35' 10" East, 100.10 feet to an I.P. found at the Southeast corner of Chester J. Leonard and at the right of way called 12 foot private road North 53° 26' 47" East, 37.57 feet to the Southwest corner of D. Kurto, Sr., and the corner of Parcel Two herein described; thence along Parcel Two, and crossing Unilec right of way, South 15° 45' 45" East, 37.40 feet to the western corner of Roberto and Edward Rocca; thence along Roberto and Edward Rocca, South 46° 33' 22" East, 70.00 feet to the Southwest corner of Roberta and Edward Rocca on the Northern boundary of a called 12 foot private road separating Roberta and Edward Rocca, C.L. Gardner; thence crossing said called 12 foot private road, and along C.L. Gardner South 10° 24' 16" West, 112.00 feet to a stake in stones found at the Southwest corner of C.L. Gardner, and on the line of other lands of Wilson E. Leonard, Jr.; thence along Wilson E. Leonard, Jr. North 72° 16' 48" West, 114.27 feet to an iron pin corner found; thence along same,

and crossing the aforesaid Unilec right of way North 7° 56' 20" West, 73.79 feet to an I.P. corner found; thence still along same South 80° 57' 19" West, 157.53 feet to an I.P. corner found; thence still along same, and crossing the aforesaid Unilec right of way, South 13° 41' 19" East, 120.51 feet to an I.P. corner found; thence still along same South 51° 02' 00" West, 102.15 feet to the western corner of Wilson E. Leonard, Jr., and the Northern right of way of Township Road T-407; thence along Township Road T-407 by a curve to the left the long chord being North 81° 34' 59" West 57.67 feet, said course crossing aforesaid Unilec right of way; thence along same Township Road T-407 by a curve to the left the long chord being North 85° 37' 59" West 129.68 feet; thence still along same R/W by tangent North 86° 54' 59" West 231.32 feet, said course crossing another Unilec right of way, to the Southwest corner of the parcel herein described and the line of William E. Little; thence along William E. Little, crossing aforesaid Unilec right of way, North 5° 32' 00" East 641.53 feet to the place of beginning.

CONTAINING 7.99 acres. The described parcel was surveyed August 16, 1979 by R.L. Kester, L.L.S.

THE SECOND THEREOF: BEGINNING at the southwest corner of Celia Garvin on the Western right of way of Township Road T-407; thence along Township Road T-407 South 56° 30' 00" West 30.81 feet to an I.P. corner of land of Ernest Lesuer; thence along land of Ernest Lesuer North 55° 18' 59" West 113.07 feet to an I.P. in a stump; thence along same South 59° 51' 01" West, 80.36 feet to center of spring house, the Northwest corner of land presently owned by Ernest Lesuer; thence along other land of Ernest Lesuer South 61° 36' 52" West, 123.64 feet to an I.P. found at the northern corner of Roberto and Edward Rocca; thence along Roberto and Edward Rocca South 53° 48' 11" West 100.00 feet to the Western corner of Roberta and Edward Rocca, and a corner of Parcel One afore described; thence along Parcel One, and crossing a Unilec right of way, North 15° 45' 45" West 37.40 feet to the Southwest corner of D. Kurto, Sr.,; thence along D. Kurto, Sr., North 51° 44' 43" East 100.00 feet to the Southeast corner of D. Kurto Sr., and on the line of Parcel One; thence along Parcel One South 26° 53' 26" East 18.18 feet to an I.P. corner, thence along same North 53° 40' 35" East 99.92 feet to an I.P. found at the Eastern most corner of Parcel One, and the Southwest corner of other lands of Fred B. Keller.

Jr.; thence along other lands of Fred B. Keller, Jr., North 53° 38' 00" East 98.15 feet to an iron pin at the same Southeast corner of Fred B. Keller, Jr.; thence along same North 24° 43' 06" West 31.06 feet to the Southwest corner of other lands of Fred B. Keller, Jr.; thence along the lands of Fred B. Keller, Jr., North 78° 44' 00" East 22.20 feet to an I.P. found at the Northwest corner of parcel conveyed to Celia Garvin; thence along same, being the spring house lot, South 37° 31' 06" East, 39.39 feet to an I.P. corner found; thence along same South 55° 19' 01" East, 126.83 feet to the South corner of the spring house lot, on the line of Celia Garvin; thence along the line of Celia Garvin South 14° 20' 00" East 17.92 feet to the place of beginning.

CONTAINING 0.40 acres. The described parcel was surveyed August 16, 1979 by R.L. Kester, L.L.S.

THE THIRD THEREOF: BEGINNING at an iron pin, said pin being North 55° 11' West 184.39 feet from the centerline intersection of a private road going through lands of Garvin (former grantor) and Township Road T-407, which runs easterly to PA Legislative Route 17031; thence South 53° 38' 00" West 98.15 feet to an iron pin set by Myles Garvin; thence North 25° 53' 16" West 100.00 feet to a point within lands formerly of Myles Garvin et ux; thence North 54° 18' 03" East 100.00 feet to another iron pin set by Garvin at the edge of the private road; thence along said road South 24° 43' 06" East 99.21 feet to the iron pin at place of beginning, being the easternmost corner of the within described parcel.

CONTAINING .22 acre and being designated as Parcel #1 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE FOURTH THEREOF: BEGINNING at an iron pin on the northwest corner of lands now or formerly of Celia Garvin on line of lands of the Department of Forests and Waters (said line may be in dispute); thence South 14° 20' 00" East 71.22 feet along Celia Garvin, to an iron pin set by Myles Garvin; thence South 78° 44' 00" West 121.02 feet passing another iron pin at 98.83 feet to a point on line of land conveyed to Mary D. Nyman; thence North 24° 43' 06" West 68.10 feet to another iron pin on the Northeast corner of the Nyman parcel; thence North 13° 29' 52" West passing an iron pin, not in

alignment on a line painted white by the Department of Forests and Waters, said line now in dispute at 35.20 feet a total distance of 78.15 feet to an old post and stones corner, claimed by Myles Garvin to be the original corner of tract line; thence South 72° 59' 32" East 154.53 feet to the iron pin at the place of beginning.

CONTAINING .32 acres and being designated as Parcel #2 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE FIFTH THEREOF: BEGINNING at an iron pin on the northeast corner of the former Mary D. Nyman parcel; thence along same South 54° 18' 03" West 100.00 feet to a point; thence still along same South 25° 53' 16" East 100.00 feet to an iron pin on the southern most corner of the same near an unrecorded and undefined right of way, formerly R.E.A., now Unilec; thence along said right of way South 58° 02' 00" West 77.79 feet to another iron pin set by Garvin; thence through land now or formerly of Myles Garvin, North 27° 11' 11" West passing at 265.31 feet a line painted by the Department of Forests and Waters, said line now in dispute, a total distance of 393.24 feet to an old iron pin, claimed by Garvin to be on the old tract line; thence South 72° 21' 02" East 278.06 feet to the old post and stones corner at the above described parcel (The Fourth Thereof); thence along above described parcel South 13° 29' 52" East passing an iron pin, said pin not in alignment on the disputed line of Department of Forest and Waters at 42.95 feet a total distance of 78.15 feet to the iron pin at place of beginning.

CONTAINING 1 acre and being designated as Parcel #3 on a plat of survey of this and other premises made by R.L. Kester on May 29, 1974.

THE ABOVE PARCELS ARE SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

The Grantor does further grant and convey to Grantee, his heirs and assigns, forever, the easement and right to use and draw water from a spring located on other lands now or formerly of the Garvins. Said spring is located 30 feet more or less from the Souther boundary line of land purchased by the Kellers from Mary D.

Nyman. The Grantee and his heirs and assigns shall have the right of ingress, egress and regress on to the land now or formerly of the Garvins to obtain said water and to lay, maintain and replace a water line from said spring to lands of Grantee.

The Grantor herein does further grant and convey to the grantee herein and to his heirs and assigns forever, the right of ingress, egress and regress over a dirt road leading from a township road in a northwesterly direction through the land now or formerly of the Garvins. The right to use said roadway by the said Grantee herein, his heirs and assigns forever, shall be in common with the right of the said Garvins, their heirs and assigns to use the same. If it shall be necessary for the said Grantee, his heirs and assigns, to cross other lands now or formerly of the Garvins to get on the said dirt road, then the said Grantee, his heirs and assigns, shall have the right to cross such other lands now or formerly of the said Garvins as may be necessary to get on the said dirt road.

BEING described in the Office of Mapping and Assessment of Clearfield County as Map Nos. 128-D1-16 and 128-D1-16.5.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

BEING the same premises which became vested in Andrew J. Park by deed of Kathryn Lutz Keller, a/k/a Kathryn E. Keller, dated December 12, 1997, and recorded in Clearfield County Deed Book 1895, page 107.

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their

hands and seals the day and year first above written.

Sealed and delivered in the presence of

Susan M. Swales

Andrew J. Park (SEAL)

ANDREW J. PARK

Susan M. Swales

Erin C. Connor-Park (SEAL)

ERIN C. CONNER-PARK

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :

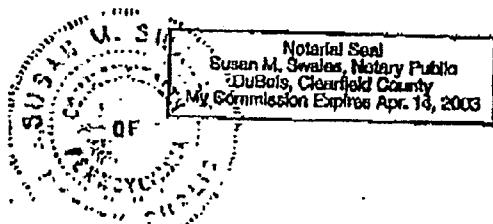
:

On this, the 15<sup>th</sup> day of JUNE, 2000, before me, a Notary Public, the undersigned officer, personally appeared, ANDREW J. PARK and ERIN C. CONNOR-PARK, his wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires:

Susan M. Swales  
Notary Public



## NOTICE

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

Robert M. Sander

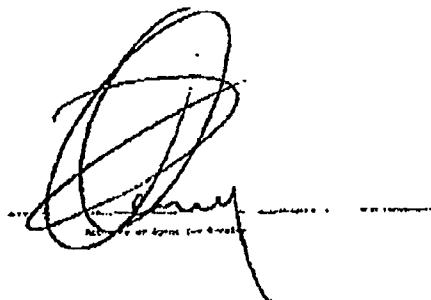
Kenneth A. Luchini

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

## CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

R D # 2, Box 123-A  
Du Bois, PA 15801



9

# EXHIBIT 'D'

# ACT 91 NOTICE

## TAKE ACTION TO SAVE

## YOUR HOME FROM

## FORECLOSURE

December 29, 2006

KENNETH A. LUCHINI  
RR 2 BOX 123A  
DU BOIS, PA 15801-9110

KENNETH A. LUCHINI  
555 BEERS RD  
DU BOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Certified Article Number

7160 3901 9849 7756 4103

SENDERS RECORD

Certified Article Number

7160 3901 9849 7756 4165

SENDERS RECORD

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): **KENNETH A. LUCHINI**  
PROPERTY ADDRESS: **RR 2 BOX 123A, DU BOIS, PA 15801**  
LOAN ACCT. NO.: **68811004164999**  
ORIGINAL LENDER: **FLEET NATIONAL BANK**  
CURRENT LENDER/SERVICER: **BANK OF AMERICA F/K/A FLEET NATIONAL BANK**

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** -If you meet with one of the consumer credit counseling 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 and sign 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 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 PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT  
TO COLLECT THE DEBT**  
**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)**

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: RR 2 123A, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 07/14/2006 thru 12/14/2006 at \$ 82.93 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 570.16
Suspense:	(\$ 0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<hr/> <b>\$570.16</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**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 \$ 570.16 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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) N/A.

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

**IF THE MORTGAGE IS FORECLOSED UPON-** The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, 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 mortgage property could be held would be approximately SIX (6) 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: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

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

**CLEARFIELD County**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

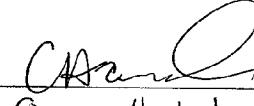
**Indiana Co. Community Action Program**  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

**VERIFICATION**

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Craig Hanlon

**Attorney in Fact**

Bank of America, N.A.,  
s/b/m Fleet National Bank

**FILED**

**MAY 07 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1ST FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEMONT PARKWAY  
GREENSBORO, NC 27410-8110

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
No.: 07-190-CD

vs.

KENNETH A. LUCHINI  
RR 2, BOX 123 A  
N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801

FILED *pd \$20.00 Atty*  
*0/10/40 cm KCA Statement*  
*MAY 09 2007 to Atty*  
*(im) Notice to deft*  
William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against KENNETH A. LUCHINI, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As Set forth in Complaint	\$14,697.79
Interest	<u>177.32</u>
1/31/07 to 4/2/07	
<b>TOTAL</b>	<b>\$14,875.11</b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE  
Attorney for Plaintiff

  
\_\_\_\_\_  
PRO PROTHY

Damages are hereby assessed as indicated.  
DATE: May 9, 2007

BANK OF AMERICA, N.A., S/B/M FLEET  
NATIONAL BANK

In The Court of Common Pleas

Plaintiff

Clearfield County

v.

NO. 07-190-CD

KENNETH A. LUCHINI

Defendants

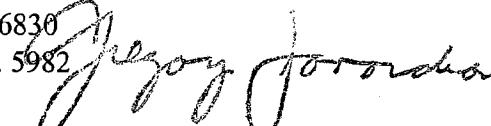
TO: KENNETH A. LUCHINI  
RR 2, BOX 123 A,  
N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801

DATE OF NOTICE: MARCH 23, 2007

NOTICE, RULE 237.1  
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help.

David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

  
Gregory Javardian, Esquire  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de esta notificacion, el tribunal podra, sin necesidad de compararecer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assistencia legal.

“NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE”

**FILED**

**MAY 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

TO: KENNETH A. LUCHINI  
RR 2, BOX 123 A N/K/A 555 BEERS ROAD  
DU BOIS, PA 15801

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Plaintiff

vs.

No.: 07-190-CD

KENNETH A. LUCHINI

Defendant(s)

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Judgment by Default

Money Judgment

Judgment in Replevin

Judgment for Possession by Default

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: Gregory Javardian, Esquire at this telephone number: (215) 942-9690

May 9, 2007

Willitham

COPY

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

**COPY**

Bank of America, N.A.  
Fleet National Bank  
Plaintiff(s)

No.: 2007-00190-CD

Real Debt: \$14,875.11

Atty's Comm: \$

Vs.

Costs: \$

Kenneth A. Luchini  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 9, 2007

Expires: May 9, 2012

Certified from the record this May 9, 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

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1ST FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK  
vs.  
KENNETH A. LUCHINI

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
No.: 07-190-CD

**VERIFICATION OF NON-MILITARY SERVICE**

GREGORY JAVARDIAN, ESQUIRE, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) Defendant(s), KENNETH A. LUCHINI, is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, KENNETH A. LUCHINI, is over 18 years of age, and resides at RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

(c) Plaintiff, BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK, is an institution conduced business under the Laws of the Commonwealth of Pennsylvania with an address of NC 4-105-02-63 4161 PIEDMONT PARKWAY, GREENSBORO, NC 27410-8110.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
GREGORY JAVARDIAN, ESQUIRE

FILED   
O/p:40 um   
MAY 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAY 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

**PRAECIPE FOR WRIT OF EXECUTION--(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183**

---

**BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK**

---

vs.

---

**KENNETH A. LUCHINI**

---

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA**

No. 07-190-CD

**PRAECIPE WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$14,875.11</u>
Interest from 4/2/07 to Date of Sale at \$2.44 per diem	\$
Total	\$
Plus Costs	\$ <u>125.00</u>

**Prothonotary costs**

  
Attorney for Plaintiff(s)

Gregory Javardian, Esquire  
1310 Industrial Boulevard  
1st Floor, Suite 101  
Southampton, PA 18966

Note: Please furnish copy of description of Property.

**FILED** Atty pd. 20.00  
MAY 12 2007  
MAY 22 2007 ICC & Lewonts  
William A. Shaw  
Prothonotary/Clerk of Courts  
w/prop desc. to Sheriff

No. 07-190-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Filed:



\_\_\_\_\_  
Attorney for Plaintiff(s)

Address: RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING known as RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

BEING THE SAME PREMISES which Kenneth A. Luchini, single, by Deed dated February 7, 2001 and recorded February 15, 2001 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200102318 granted and conveyed unto Kenneth A. Luchini.

PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 07-190-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Plaintiff in the above action sets forth as of the date the Praecepice for the Writ of Execution was filed the following information concerning the real property located at RR 2,  
BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

KENNETH A. LUCHINI	RR 2, BOX 123 A N/K/A 555 BEERS ROAD DU BOIS, PA 15801
--------------------	--

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

KENNETH A. LUCHINI	RR 2, BOX 123 A N/K/A 555 BEERS ROAD DU BOIS, PA 15801
--------------------	--

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

CitiMortgage, Inc., s/b/m to Principal Residential Mortgage, Inc.	1000 Technology Drive Mail Station O'Fallon, MO 63368-2240
--	--

First Commonwealth Bank	FCP-LL P.O. Box 400 Indiana, PA 15701
-------------------------	---

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

Plaintiff.

Principal Residential Mortgage, Inc.	711 High Street Des Moines, IA 50392-0740
--------------------------------------	--

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

None.

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
------	---

Clearfield County Domestic Relations	230 E. Market Street Clearfield, PA 16830
--------------------------------------	--

Clearfield County Courthouse Tax Claim Bureau	230 E. Market Street, Suite 121 Clearfield, PA 16830
--	---

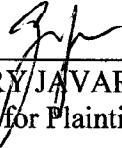
Clearfield County Board of Assistance	1121 Linden Street Clearfield, PA 16830
---------------------------------------	--

PA Department of Public Welfare Bureau of Child Support Enforcement	Health and Welfare Building – Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675
--	--

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
Tenants/Occupants	RR 2, BOX 123 A N/K/A 555 BEERS ROAD DU BOIS, PA 15801

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

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE  
Attorney for Plaintiff

May 18, 2007

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1ST FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No.: 07-190-CD

**CERTIFICATION TO SHERIFF OF CLEARFIELD COUNTY  
AS TO THE SALE OF REAL ESTATE**

I hereby certify that I am the attorney for the Plaintiff in this Mortgage Foreclosure Action and further certify this Property is:

- FHA
- Tenant Occupied
- Vacant
- Commercial
- As a result of Complaint in Assumpsit
- Act 91 complied with

  
GREGORY JAVARDIAN, ESQUIRE  
Attorney for Plaintiff

**COPY**

FORM PBC - 10

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 and Rule 3257**

---

**BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK**

---

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**vs.**

**NO.: 07-190-CD**

---

**KENNETH A. LUCHINI**

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of CLEARFIELD:**

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

Premises: RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

(See legal description attached.)

Amount Due	<u>\$14,875.11</u>
Interest from 4/2/07 to	\$
Date of Sale at \$2.44 per diem	
Total	\$
	Plus Cost \$ _____
	125.00 Prothonotary costs

as endorsed.



Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 5/22/07  
(Seal)

No. 07-190-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

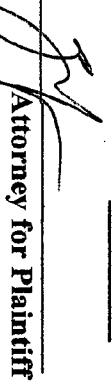
WRT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 125.00

Writ, Ret. & Sat. \$       

Total Cost \$       

  
Attorney for Plaintiff  
Gregory Javardian, Esquire

1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

Address of Defendant(s)

RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

SUBJECT to reservations as to minerals and mining rights as have been reserved or conveyed out in previous deeds and reserves the gas and oil, coal, fire clay and minerals.

EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

ALSO granting to Grantee the right of ingress, egress and regress over a dirt road leading from a township road as set forth in prior deeds of conveyance.

BEING known as RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

BEING THE SAME PREMISES which Kenneth A. Luchini, single, by Deed dated February 7, 2001 and recorded February 15, 2001 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200102318 granted and conveyed unto Kenneth A. Luchini.

PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20590  
NO: 07-190-CD

PLAINTIFF: BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK  
vs.  
DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 5/22/2007

LEVY TAKEN 6/13/2007 @ 2:08 PM

POSTED 6/13/2007 @ 2:08 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/2/2008

DATE DEED FILED **NOT SOLD**

**DETAILS**

@ SERVED KENNETH A. LUCHINI

NOT SERVED SHERIFF SALE WAS STAYED.

@ SERVED

NOW, JUNE 19, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 3, 2007. NO FUNDS WERE RECEIVED IN CONSIDERATION FOR THE STAY.

FILED  
01/03/2008  
JAN 03 2008  
WMS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20590  
NO: 07-190-CD

PLAINTIFF: BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK  
vs.

DEFENDANT: KENNETH A. LUCHINI

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$176.54

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
By *Another Officer - Deafened*  
Chester A. Hawkins  
Sheriff

FORM PBC - 10

**WRIT OF EXECUTION-(MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180 to 3183 and Rule 3257**

---

**BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK**

---

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

vs.

**NO.: 07-190-CD**

---

**KENNETH A. LUCHINI**

---

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of CLEARFIELD:**

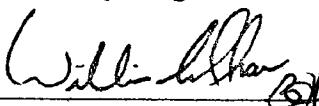
**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

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

Premises: RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

(See legal description attached.)

Amount Due	<u>\$14,875.11</u>	
Interest from 4/2/07 to	\$	
Date of Sale at \$2.44 per diem		
Total	\$	Plus Cost \$ _____
as endorsed.		<u>125.00</u> Prothonotary costs

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 5/22/07  
(Seal)

Received May 22 2007 @ 3:00 P.M.  
Chester A. Wauhers  
by Cynthia Bitter-Aughenbaugh

Q  
No. 07-190-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

BANK OF AMERICA, N.A., S/B/M  
FLEET NATIONAL BANK

vs.

KENNETH A. LUCHINI

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

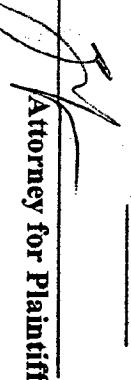
---

Costs

Prothly Paid \$ 125.00

Writ, Ret. & Sat. \$       

Total Cost \$       

  
Attorney for Plaintiff  
Gregory Javardian, Esquire

1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

Address of Defendant(s)  
RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801

Where papers may be served.

ALL that certain piece, parcel or tract of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a set 5/8" rebar set on the line of the Moshannon State Forest Lands; thence by the said line as acquiesced by the present owner South 84° 32' 20" East, 365.76 feet to a set 5/8" rebar by a line blazed tree; thence by the lands of now or formerly Shugars South 14° 19' 56" East, 71.22 feet to a set 5/8" rebar; thence by the land of Shugars and Luchini South 78° 43' 48" West, 121.02 feet to a set 5/8" rebar, passing a 5/8" rebar 98.82 feet; thence by land of Luchini the following courses and distances, South 24° 43' 27" East, 31.11 feet to a set 5/8" rebar; thence South 53° 58' West, 98.15 feet to a set 5/8" rebar; thence South 58° 02' West, 77.79 feet to a set 5/8" rebar; thence North 27° 11' 11" West, 286.79 feet to the point and place of beginning. Containing 1.174 acres in accordance with survey of Jon P. Garmong, Land Surveyor No. 051080-E, of Lee-Simpson Associates, Inc., said survey map intended to be recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania.

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EXCEPTING AND RESERVING all exceptions and reservations as may appear of record.

ALSO SUBJECT to the grant of an easement and right to use and draw water from a spring located on adjacent lands and to lay and maintain and replace the waterline from said spring for the lands of the Grantee as set forth in prior deeds of conveyance.

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BEING known as RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801.

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PARCEL No. 128-D1-16.5

SUBJECT TO MORTGAGE.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KENNETH A. LUCHINI NO. 07-190-CD

NOW, January 02, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Kenneth A. Luchini 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	
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
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	
<b>TOTAL SHERIFF COSTS</b>	<b>\$176.54</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	14,875.11
INTEREST @ 2.4400	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
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	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$14,895.11</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	176.54
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$301.54</b>

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

CHESTER A. HAWKINS, Sheriff

THE LAW  
*Offices of*

1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966

GREGORY JAVARDIAN

Phone: (215) 942-9690  
Fax: (215) 942-9695

June 19, 2007

Clearfield County Sheriff's Sale  
One North Second Street, Suite 116  
Clearfield, PA 16830

Attention: Cindy

Re: BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK  
v. KENNETH A. LUCHINI  
No. 07-190-CD  
Premises: RR 2, BOX 123 A N/K/A 555 BEERS ROAD, DU BOIS, PA 15801

Dear Cindy:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for AUGUST 3, 2007.

No funds were received in consideration for the stay.

Very truly yours,



Marie Keen for  
Law Offices of Gregory Javardian

/mk

cc: BANK OF AMERICA/NEWTRAK  
File #68811004164999

VIA TELECOPY (814) 765-5915 AND REGULAR MAIL