

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

CIVIL DIVISION

Plaintiff,

Case No. 07-271-CD

vs.

PHYLLIS M. BROWN AND
LARRY M. BROWN,

COMPLAINT IN
MORTGAGE FORECLOSURE

Defendants.

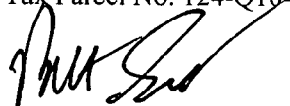
Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:


Brett A. Solomon, Esquire
Pa. I.D. No. 83746
bsolomon@tuckerlaw.com
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

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

106 Main Street
Morrisdale, Pennsylvania 16858
Township of Morris
Tax Parcel No. 124-Q10-571-10



Brett A. Solomon, Esquire
Attorney for Plaintiff

FILED *Atty pd.*
m/ 1:06/07 85.00
FEB 22 2007 *2 cc Shff*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| Plaintiff, |) | No. _____ |
| |) | |
| vs. |) | |
| |) | |
| PHYLLIS M. BROWN and |) | |
| LARRY M. BROWN, |) | |
| |) | |
| Defendants. |) | |

IMPORTANT NOTICE

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

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

CLEARFIELD COUNTY
LAWYER REFERRAL SERVICE
P.O. BOX 186
100 SOUTH STREET
HARRISBURG, PA 17108
1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| Plaintiff, |) | No. _____ |
| |) | |
| vs. |) | |
| |) | |
| PHYLLIS M. BROWN and |) | |
| LARRY M. BROWN, |) | |
| |) | |
| Defendants. |) | |

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.

2. Defendants, Phyllis M. Brown and Larry M. Brown ("Defendants") are adult individuals whose last known address is 106 Main Street, Morrisdale, Pennsylvania 16858.

3. On or about January 26, 2001, Phyllis M. Brown ("Borrower") executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$31,430.44, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated January 26, 2001 ("Mortgage") given by Defendants to the Bank, granting the Bank a security interest in certain real property located in Morris Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in

Instrument No. 200102098. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Defendants are in default of the provisions of the Note and the Mortgage for failure to make payments when due. The Note is due from November 15, 2006 and as of February 9, 2007 was past due in the amount of \$911.00.

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

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

8. On or about September 29, 2006 Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Defendants are attached hereto as Exhibit "C" and incorporated herein.

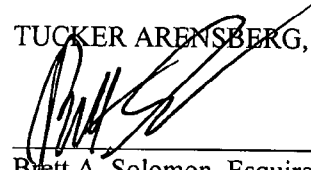
9. The amount due Bank under the Note and Mortgage as of February 9, 2007 is as follows:

| | |
|--|-----------------|
| Principal | \$ 22,742.41 |
| Interest through February 9, 2007..... | 21.78 |
| (Continuing Thereafter at \$5.4457 per diem) | |
| Insurance..... | (251.06) |
| Costs..... | to be added |
| Attorney's Fees..... | <u>1,015.00</u> |
| TOTAL | \$23,528.13 |

10. The total amount now due to the Bank under the Note and Mortgage as of February 9, 2007 was Twenty-Three Thousand Five Hundred Twenty-Eight and 13/100 Dollars (\$23,528.13), plus interest accruing from February 9, 2007 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands and in rem judgment in mortgage foreclosure for the amount due of Twenty-Three Thousand Five Hundred Twenty-Eight and 13/100 Dollars (\$23,528.13), plus continuing interest at the contract rate from February 9, 2007, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Pa. I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for PNC Bank, National
Association, Plaintiff

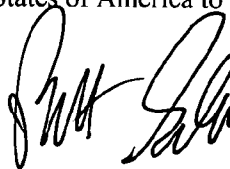
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
Plaintiff,) No. _____
)
vs.)
)
PHYLLIS M. BROWN and)
LARRY M. BROWN,)
)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I, Brett A. Solomon, Esquire, Attorney for PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, Phyllis M. Brown and Larry M. Brown, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon, Esquire
Attorney for PNC Bank, National Association

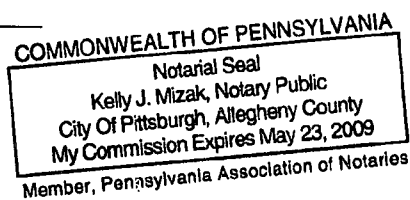
Sworn to and subscribed before me

this 20 day of February, 2007.




Notary Public

My Commission Expires:



VERIFICATION

I, Darnella Ganaway, Attorney Relations Manager, and duly authorized representative of PNC Bank, National Association, depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief.



Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

Direct Installment Loan Disclosure and Note

Borrower: PHYLLIS M BROWN

Lender: PNC Bank National Association

PNCBANK

Date: 1/26/2001

Items preceded by "□" are not applicable unless marked "X" or the equivalent.

Truth-in-Lending Disclosures

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|---|--|--|---|
| 13 The cost of the Borrower's credit as a yearly rate. | The dollar amount the credit will cost the Borrower. | The amount of credit provided to the Borrower or on the Borrower's behalf. | The amount the Borrower will have paid after Borrower has made all payments as scheduled. |
| 8.729 % | \$ 15,806.36 | \$ 31,430.44 | \$ 47,236.80 |

The Borrower's Payment Schedule will be:

e means an estimate

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 120 | \$ 393.64 | Monthly, beginning 3/01/2001 |

Security: Lender is getting a security interest in deposits or property held by Lender, and:

- ☐ None. ☐ Goods or property being purchased.
☒ Real Estate. ☐

Late Charge: ☐ Not Applicable. ☒ If a payment is not paid in full within 15 days of its due date, Borrower may be charged the greater of \$20.00 or 5% of the total payment.

Prepayment: If Borrower pays off early, Borrower will not have to pay a penalty.

Required Deposit Balance: ☒ Not Applicable. ☐ The Annual Percentage Rate does not take into account any required deposit balance.

Assumption: If this loan is secured by a dwelling, someone purchasing that dwelling cannot assume the remainder of the loan on the original terms.

Security Interest Charge:

- ☐ None. ☒ Filing fees \$ 31.00

Variable Rate: ☐ Not Applicable.

☒ This loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

☐ The Annual Percentage Rate may increase if the Prime Rate published in *The Wall Street Journal* increases. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 18%. Any increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or:

☐ the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, you would be required to pay one additional payment of \$254.88.

☐ the amount of the payments to change. The amount of the payments may increase every four years. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 72 monthly payments of \$203.39, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$227.12 for the 49th through the 72nd payments.

☐ If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.000 percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

☐ If Borrower's participation in the Club or Package Plan is discontinued for any reason, the Club Discount of percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial interest rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Club Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Credit Insurance Is Not Required. Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless Borrower signs below and agrees to pay the additional cost. Insurance may be purchased on the life of one or two Borrowers. Credit Disability Insurance may be purchased on only one Borrower. If obtained through Lender the cost of the insurance for the original term of the credit is stated below. Lender may receive financial benefits from the Borrower's purchase of insurance. "Borrower" who is insured may not be a Co-Maker.

I want Single Credit Life Insurance which costs \$ 1,324.44

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

Signatures of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance.

Signature of Borrower

Notice to Borrower: The maximum amount of coverage which insured Borrower(s) will receive is set forth in the certificate or policy, as applicable.

| | | | | |
|--|--------------------------------------|-------------------|--------------------------------|------------|
| Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note. | Daily balance | 4.8 | Monthly payment | 3.7 |
| Acceleration of the outstanding balance | Daily interest rate | 4.8 | Monthly payment changes | 7 |
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EXHIBIT

tabbies

Direct Installment Loan Disclosure and Note

Borrower: PHYLLIS M BROWN

Lender: PNC Bank National Association

Date: 1/25/2001

Direct Installment Loan Note

1. **Definitions.** In this Note, the word "Borrower" means each and all of those who sign this Note and each and all of those who endorse the check which disburses the "Amount given directly to Borrower". The word "Lender" means PNC Bank National Association or any person to whom this Note has been transferred.

2. **Borrower's Promise to Pay.** To repay this loan, Borrower promises to pay to Lender \$ 31,430.44 with interest on the unpaid balance from the date funds are advanced until paid in full. Interest shall be paid at the rate per annum of 8.740 %. Borrower promises to make payments in accordance with the payment schedule stated in this Note. Borrower promises to pay to Lender all other amounts which may become due under the terms of this Note, including, if applicable, Late Charges and Costs of Collection. Borrower agrees to make payments at the place designated by Lender. Borrower may also be required to pay to Lender certain other charges before Lender will give any money to Borrower. These charges, if any, are stated on page one in "Itemization of Amounts paid by Borrower at the time the loan is made" and/or in the Settlement Statement.

3. **Payment Schedule.** Borrower agrees to pay to Lender the amounts due under this Note:

☒ in uninterrupted monthly payments: 119 payments of \$ 393.64 and a final payment, which will be billed by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 3/01/2001. Payments will continue until all amounts due are paid.

☐ in uninterrupted monthly payments, except for the months shown: payments of \$ and a final payment, which will be billed by the Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on PROVIDED, HOWEVER, that no payments shall be due during the months of each year.

☐ in a single payment of \$ plus accrued interest and all other amounts due on

☐ In addition, prior to the month of the first scheduled payment as stated above, interest shall be payable monthly on the unpaid balance and shall be due on the same day of the month as the later payments.

The date that the final payment is scheduled in this paragraph to be due is called the "Maturity Date" of this Note.

4. **Variable Rate.** ☒ Not Applicable. ☐ The interest rate on this Note can change based on changes to the interest rate index ("Index"). The rate will be based on the Margin, the Index, and applicable discounts, if any. The Index may change from time to time; the Margin will remain the same for the term of the Note. The interest rate stated in the "Borrower's Promise to Pay" is the "Base Rate." The Base Rate was computed by adding the Margin to the original Index, and then subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. Interest rate adjustments are computed by adding the Margin to the current Index at the time of the adjustment (subject to the limitations described below), and then subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. The interest rate on this loan may be adjusted monthly, on the first calendar day of each calendar month, beginning in the month after the funds are advanced. The Margin is percentage points. The Index is the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* ("Prime Rate") on the last day on which the Prime Rate is published in the preceding calendar month. The Index is not necessarily the lowest rate charged by Lender on loans. If the Index shall cease to be available, Lender shall select a new Index, which, in Lender's sole opinion upon a reasonable basis, is comparable to the Index. The annual interest rate will not increase or decrease more than one percentage point in any calendar month, and will not increase or decrease more than five percentage points during the term of the loan, due to changes in the Index. (A change caused by a termination of the Automatic Payment Plan Discount or the Club Discount is not subject to the limitations set forth in the previous sentence.) The annual interest rate will not exceed 18%.

5. **Automatic Payment Plan.** ☐ Not Applicable. ☒ Borrower authorizes Lender to deduct the payments on this loan from Borrower's deposit account number 1012668934 on each scheduled payment due date. The interest rate on this loan may increase by 0.250 percentage points ("Automatic Payment Plan Discount") if participation in the automatic payment plan is discontinued for any reason, including: (a) if any Borrower chooses to terminate participation; (b) the deposit account identified above is closed; or (c) if there are not sufficient funds in the account to make the full monthly payment on three payment dates.

6. **Club or Package Plan.** ☐ Not Applicable. ☒ Borrower is participating in the package of banking services known as, or is a qualified member of a club group known as: The interest rate on this Note may increase by 0.250 percentage points ("Club Discount"), if participation in this Package Plan or Club Group is discontinued for any reason.

7. Monthly Payment Changes.

☐ The payment amounts will not change over the term of the loan except as stated in the "Payment Schedule."

☒ The payment amounts may increase (but will not decrease) if Borrower terminates participation in the ☒ Club or Package Plan ☒ Automatic Payment Plan. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the new interest rate. If the payment amount will increase, Lender will notify Borrower of the effective date and amount of the new payment.

☐ Changes in the interest rate may cause the number of payments to change and/or the amount of the final payment to change. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

☐ Changes in the interest rate may cause the number of payments to change and/or the amount of the payments to increase; the first change in the payment amount may occur on a date 48 months after the due date of the first monthly payment; subsequent changes, if applicable, will occur every 48 months thereafter. Not more than 45 days, but not less than 25 days, before the date of each payment change, Lender will calculate the new payment amount. The payment amount may increase but will not decrease, except for the final payment. Lender will determine the amount of equal monthly payments that would be

sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

8. **Computing Interest.** Interest is charged on a daily basis, according to the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the annual interest rate in effect on that day divided by the number of days in that calendar year. Borrower agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge); early payments will result in less interest being charged. If the interest rate on this Note will not change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the amount of the final payment to change. If the interest rate on this Note can change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the number of payments due, the amount of the payments (if the amount of the payments is subject to change every 48 months) and/or the amount of the final payment to change.

9. **Application of Payments.** Lender will apply payments in the following order of priority: interest, late charges, fees, and then principal. All regular payments will be applied to the satisfaction of scheduled payments in the order in which they become due.

10. **Late Charge.** ☐ Not Applicable. ☒ Borrower agrees that Lender may assess a late charge for any payment not paid in full within 15 days of its due date. The late charge will be the greater of \$20.00 or 5% of the total amount of the payment which was not paid in full. No late charge will be due, however, if the reason that the payment is late is either: (a) attributable to a late charge assessed on a prior payment; or (b) because, after default by Borrower, the entire outstanding balance on this Note is due. No more than one late charge will be imposed for any single scheduled payment.

11. **Return Check Fee.** Borrower agrees that Lender may assess a fee of \$20.00 if Borrower makes a payment with a check that is returned by the drawee for "not sufficient funds" in the account on which the check is written.

12. **Waiver by Lender.** If Borrower has made or makes in the future another loan agreement with Lender, Lender might obtain a security interest in the principal dwelling of Borrower or someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of Borrower with Lender. Lender waives (gives up) any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note.

13. **Interest After Maturity and Judgment.** Unless prohibited by applicable law, interest at the rate provided in this Note shall continue to accrue on the unpaid balance until paid in full, even after (whether by acceleration or otherwise) maturity, and/or if Borrower becomes a debtor in an action filed under the Bankruptcy Code and/or if judgment is entered against Borrower for the amounts due. If at any time interest as provided for in this paragraph is not permitted by law, interest shall, in that event and at that time, accrue at the highest rate allowed by applicable law. If the interest rate on this Note can change, the interest rate which will apply beginning on the date a lawsuit is filed by Lender shall be the interest rate in effect on that date or the interest rate stated in the "Borrower's Promise to Pay," whichever is less.

14. **Default.** (As used in this paragraph, the term "Borrower" includes Borrowers, Co-Makers, Guarantors, sureties, and any owner of property which is security for this Note.) Borrower will be in default:

- (a) if Borrower does not make any payment before or on the date it is due; or
- (b) if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender; or
- (c) if anyone who signs the security agreement or a mortgage securing this Note breaks any promise made in the security agreement or mortgage, including but not limited to the promise not to sell, give away or transfer title to the property which is the subject of the mortgage or security interest; or
- (d) if any property in which Lender has obtained a security interest to secure this Note is lost, stolen (and not recovered within a reasonable time) or destroyed; or
- (e) if Borrower has made any untrue statement or misrepresentation in the credit application or any other certificate or document given or made for this loan; or
- (f) upon the death of Borrower or any one of them, if there is more than one; or
- (g) if Borrower provides Lender with false information or forged signatures at any time; or
- (h) if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent; or
- (i) if Lender in good faith believes that the prospect of Borrower's paying this Note is impaired.

If Borrower is in default, the entire outstanding balance on this Note shall be immediately due, at the option of the Lender. This will happen without any prior notice to Borrower, or right to cure, except as may be required by law.

Borrower will also be in default:

- (i) if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due; or
- (ii) if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession; or
- (iii) if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or
- (iv) if Borrower makes an assignment for the benefit of creditors, or any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation or other legal or equitable proceedings are instituted by or against Borrower; or
- (v) if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

If any event described in (i), (ii), (iii), (iv) or (v) happens, the entire outstanding balance on this Note shall be immediately due without any prior notice to Borrower, or right to cure, except as may be required by law.

A default by Borrower on this Note is a default on every other note, loan or agreement of Borrower with Lender.

Direct Installment Loan Disclosure and Note

Borrower: PHYLLIS M BROWN

Lender: PNC Bank National Association



Date: 1/26/2001

Direct Installment Loan Note - continued

15. **General Waiver Provisions.** Borrower waives presentment for payment, demand, protest, notice of protest, dishonor and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower further waives any right to require due diligence in collection by Lender.

16. **Delay in Enforcement.** Lender can delay enforcing any rights under this Note without losing any rights. Lender's failure to enforce any right under this Note shall not act as a waiver of that right or preclude the exercise of that right in the event of a future occurrence of the same event. Lender can also extend the time allowed for making payments, and such extension shall not affect the obligations of any Borrower, whether or not the Borrower is given notice of the extension.

17. **Release of Some Borrowers or Some Security.** If there is more than one Borrower, each agrees to remain bound by this Note, although Lender may release any other Borrower or release or substitute any property which is security for the repayment of this Note. Borrower waives all defenses based on suretyship and impairment of collateral or security.

18. **Security Interest Charges.** Borrower agrees to pay any recording, filing, social action and escheatment fees which may be charged. The charges are to repay Lender for the fees paid to public officials to protect, continue, or release any security interest given in the security agreement or mortgage.

19. **Prepayment.** Borrower may prepay, in full or in part, the amount owed on this Note at any time without penalty. If Borrower prepays the loan in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid.

20. **If Lender Obtains a Security Interest to Secure Borrower's Payment of this Note, Borrower Makes the Following Additional Promises to Lender:**

(a) If property insurance is required by a mortgage and/or security agreement securing the repayment of this Note and/or if flood insurance is required by federal law, BORROWER MAY OBTAIN THE INSURANCE FROM ANYONE OF BORROWER'S CHOICE subject to Lender's reasonable approval. If flood insurance is required, Borrower has been separately notified. The property insurance must cover loss of or damage to the collateral and must be in an amount sufficient to protect Lender's interest; flood insurance must be of the type and in the amount required by federal law.

(b) Borrower agrees to provide Lender evidence of required insurance. All policies must name Lender as a loss payee/beneficiary party and must provide for at least 10 days written notice to Lender of selection in coverage or cancellation.

(c) If Borrower fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Lender, Lender may notify Borrower that Borrower should purchase the required insurance at Borrower's expense. If Borrower fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Lender, Lender may purchase insurance to protect Lender's interest, to the extent permitted by applicable law, and charge Borrower the cost of the premiums and any other amounts Lender incurs in purchasing the insurance. THE INSURANCE LENDER PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE BORROWER COULD PURCHASE OTHERWISE. Upon demand, Borrower promises to pay Lender the cost of insurance purchased and other amounts incurred by Lender. Borrower agrees that Lender may, if permitted by applicable law, add the cost of the insurance to the amounts on which interest is charged at the rate provided in this Note. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Lender. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

(d) to pay all taxes due on the collateral. If Borrower does not pay the taxes, Lender has the option to pay the taxes. Upon demand, Borrower promises promptly to repay to Lender any amounts paid by Lender for taxes.

(e) If Lender gets a security interest in stock or securities, the value of the collateral may become insufficient to protect Lender. If that happens, Borrower agrees to deliver to Lender additional collateral which Lender believes will be enough to protect Lender.

(f) to allow Lender the right to inspect the collateral at any reasonable time, and to maintain the collateral in good condition and repair, reasonable wear and tear excepted.

(g) If amounts are advanced by Lender under this Note for taxes and/or insurance, Lender may, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in substantially equal installments on the due date stated in the payment schedule; and

(h) Borrower's promises made and Lender's rights set forth in this section shall not merge with any judgment in any legal action and shall apply until all amounts owed are paid in full.

21. **Lender May Sign Borrower's Name to Insurance Checks.** Borrower gives Lender the right and power to sign Borrower's name on any check or draft from an insurance company. This is limited to a check or draft in payment of returned premiums, benefits under credit life insurance or credit disability insurance, and claims made under physical damage insurance and flood insurance covering property which is security for this loan. Borrower does not have the right to, and agrees that Borrower will not, revoke the power of Lender to make Borrower's endorsement. Lender may exercise the power for Lender's benefit and not for Borrower's benefit, except as otherwise provided by law.

22. **Costs of Collection.** If Lender files suit or takes action to collect this loan or protect the collateral or the Lender's security interest in it, Borrower agrees to pay Lender's costs and expenses to do so. If Lender is permitted by applicable law to require Borrower to pay those costs. Unless such action is taken in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

23. **Security Interests in Deposits.** The Lender may set-off any amounts due and unpaid under this loan against any of Borrower's money on deposit with Lender. This includes any money which is now or may in the future be deposited with Lender by Borrower or with any co-depositor, including Borrower's spouse. This also includes any property, credits, securities, or money of the Borrower, which may at any time be delivered to or in the possession of the Lender. This may be done without any prior notice to Borrower.

24. **Assignment.** Borrower may not assign or otherwise transfer his rights under this Note to anyone else. Lender may sell, transfer, or assign this Note, and any security agreement and/or mortgage given to secure this Note, and Borrower's rights and obligations under this Note will continue unchanged.

25. **Multiple Parties.** If there is more than one Borrower, each agrees to be responsible to Lender, individually and together, for payment in full of this loan. Borrowers agree that payment of all or part of the proceeds of this Note to any Borrower or to anyone else at the direction of any Borrower will be the equivalent of payment to each Borrower and for the benefit of all Borrowers.

26. **Customer Information.** To serve its customers efficiently and offer a full range of financial services, Lender shares customer transaction and experience information among the PNC family of companies. PNC companies also share other personal information, such as applications, financial statements, and credit reports. Borrower may request that Lender does not share this other personal information (except where such information is used by one PNC company to service customer accounts for another) by writing to Lender at PNC Bank, P.O. Box 96066, Pittsburgh, Pa. 15226. Please include Borrower's name, address, account number(s) or social security number.

27. **Heirs and Personal Representatives Bound.** The provisions of this Note shall be binding upon the Borrower, and the heirs and personal representatives of the Borrower.

28. **Governing Law and Construction.** This Note has been accepted by Lender in Pennsylvania and all laws shall be extended by Lender to Borrower in Pennsylvania. Regardless of the state of Borrower's residence or the place to which Borrower submitted an application, Borrower agrees that the provisions of this Note relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the law of Pennsylvania; procedural matters relating to the enforcement of the obligations evidenced by the Note and matters related to the granting, perfection and enforcement of a security interest securing this Note, if any, shall be governed by the laws of the state where the enforcement, granting or perfection takes place.

29. **Communication Concerning Disputed Debts.** ALL COMMUNICATIONS BY BORROWER TO LENDER CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE LOAN, SHOULD BE SENT TO CENTRALIZED CUSTOMER ASSISTANCE, 2730 LIBERTY AVENUE, PITTSBURGH, PA 15222.

30. **Credit Reports.** BORROWER AUTHORIZES LENDER TO OBTAIN CREDIT REPORTS ON BORROWER FROM TIME TO TIME AT LENDER'S DISCRETION WHILE BORROWER HAS A LOAN OUTSTANDING WITH LENDER.

31. **BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS NOTE AND DISCLOSURE.** BY SIGNING BELOW, BORROWER AGREES TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS NOTE. Each of the Borrowers guarantees that the signature of any Borrower is genuine.


Borrower's Signature: PHYLLIS M BROWN Date: _____

Borrower's Signature Date: _____

32. **CO-MAKERS SEE NOTICE TO CO-SIGNER BELOW.** Any Borrower who is designated as a Co-Maker agrees to be equally responsible with all other Borrowers for the payment of this loan and performance of all promises in this Note.

Co-Maker's Signature Date: _____

Co-Maker's Signature Date: _____

NOTICE TO CO-SIGNER

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

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

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

15/1/14
Mortgage
(Closed-End)

45-1-8015 508-185

OLNACS Number

8729469

PNCBANK

THIS MORTGAGE is made on 1/26/2001 The Mortgagor is PHYLLIS M & LARRY M BROWN.

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank National Association.

The word "Borrower" means PHYLLIS M. BROWN.

If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Thirty-one Thousand, Four Hundred and Thirty Dollars and Forty-four Cents

(U.S. \$ 31,430.44). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 1/26/2001

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

106 MAIN ST

MORRISDALE

PA

16858

CLEARFIELD

Recording Date of Original Deed

11/20/1984

Deed Book Number

982

Page Number

376

Tax Parcel No.

124-010-571-10

Lot / Block No.

N/A

Twp. of Morris

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Covenants. Mortgagor promises and agrees as follows:

(a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/insured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefit and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; and (k) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees to the maximum extent permitted by law.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any delay in enforcement of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Witness

Mortgagor

EXHIBIT

B

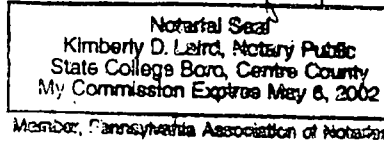
Acknowledgment taken in the STATE OF PENNSYLVANIA, COUNTY OF Centre

On this 26 day of January, 2001, before me, Kimberly D. Laird, the undersigned officer (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared Phyllis M. Brown and Larry M. Brown known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunder set my hand and official seal.

Signature Kimberly D. Laird

Title Notary Public



Affidavit of Subscribing Witness (Do not use if Mortgagor(s) acknowledged the Mortgage. Affidavit must be taken in county where Property is located.)

Before me, a notary public (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared _____, the subscribing witness to the within Mortgage, who being duly sworn according to law, deposes and says that he/she was personally present at the execution of said Mortgage, saw the within named Mortgagor(s) _____ and _____ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth, and that the name of this deponent affixed thereto as subscribing witness is of deponent's own proper handwriting.

Subscribing Witness

Sworn to and subscribed before me this _____ day of _____

Notary Public

Certificate of Residence: I, Scott A. Maggitti, do hereby certify that Mortgagor's precise residence is Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Agent for Mortgagee

RECORDED in the STATE OF PENNSYLVANIA, COUNTY OF _____, on this _____ day of _____, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Volume _____, page _____, WITNESS my hand and the seal of said office the day and year aforesaid.

Recorder

Recorded

Number

Mortgage
(Closed-End)

From

PHYLLIS M & LARRY M BROWN

To

PNC Bank, National Association

RECORDED

05.15

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PA FORM 115323-0-000



Phyllis M Brown
106 Main ST
Morrisdale, PA 16858

Date of this Notice: September 29, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

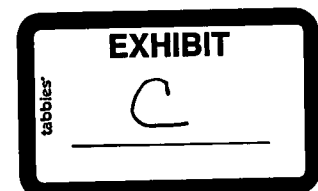
The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME: Phyllis M Brown / Larry M Brown
PROPERTY ADDRESS: 106 Main ST, Morrisdale, PA 16858
LOAN ACCT. NO.: 045-01-008015508185
ORIGINAL LENDER: PNC
CURRENT LENDER/SERVICER: PNC Bank, NA

Member of The PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222





HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Program Application with one of the designated consumer 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.

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
106 Main ST, Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$393.64 for each of the months from July 2006 through September 2006

Other charges (explain/itemize): Late Charges for \$0.00

TOTAL AMOUNT PAST DUE: \$936.44

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 \$936.44, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

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

IF THE MORTGAGE IS FORECLOSED UPON – The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.**

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.
Member of the PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

Phone Number: (412) 762-8048 or 1-800-878-0027

Contact Person: Beatrice Grates

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Arlene West

PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

Member of the PNC Financial Services Group
CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Larry M Brown
106 Main St
Morrisdale, PA 16858

Date of this Notice: September 29, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME: Larry M Brown
PROPERTY ADDRESS: 106 Main ST, Morrisdale, PA 16858
LOAN ACCT. NO.: 045-01-008015508185
ORIGINAL LENDER:
CURRENT LENDER/SERVICER:

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Program Application with one of the designated consumer 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.

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
106 Main ST, Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$393.64 for each of the months from July 2006 through LAST.

Other charges (explain/itemize): Late Charges for \$0.00

TOTAL AMOUNT PAST DUE: \$936.44

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 \$936.44, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

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

IF THE MORTGAGE IS FORECLOSED UPON – The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.**

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

Member of The PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

Phone Number: (412) 762-8048 or 1-800-878-0027

Contact Person: Beatrice Grates

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Arlene West

PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

Member of the PNC Financial Services Group
CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

and Addressee of Sender

ENCLOSURE 9-29-2006
249 Fifth & Wood Sts.,
Pittsburgh PA 15222

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Registered Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number

1. 70060100000079141385

Addressee (Name, Street, City, State, & ZIP Code)

Larry M. Brown
106 Main St
Morrisdale PA 16858

Postage

63

Handling Charge

Actual Value
If Registered

Insured
Value

Due Sender
If COD

DC
Fee

SC
Fee

SH
Fee

RD
Fee

RR
Fee

185 2530

185 2530

185 2530

185 2530

185 2530

185 2530

185 2530

185 2530

70060100000079141385

Phyllis M. Brown
106 Main St
Morrisdale PA 16858

Postmaster, Per (Name of receiving employee)

Number of Pieces
Sent by Sender

8

Total Number of Pieces
Received at Post Office

8

Form 3877, February 2002 (Page 1 of 2)

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

2

Clearfield County

Consumer Credit Counseling Service of Western PA, Inc
500-02 3rd Ave
PO Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana County Community Action Program
827 Water St
Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724) 465-5118

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION,

CIVIL DIVISION

No. 07-271-CD

Plaintiff,

vs.

PRAECIPE TO SETTLE AND DISCONTINUE

PHYLLIS M. BROWN and
LARRY M. BROWN,

Defendants.

Filed on behalf of PNC BANK, NATIONAL
ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa I.D. # 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED 1cc & 1 cert
m/12:20 um of disc issued
MAR 21 2007 to Atty Solomon
(um)

William A. Shaw
Prothonotary/Clerk of Courts

PNC BANK, NATIONAL ASSOCIATION,) CIVIL DIVISION
)
) No. 07-271-CD
 Plaintiff,)
)
 vs.)
)
 PHYLLIS M. BROWN and)
 LARRY M. BROWN,)
)
 Defendants.)

BANK_FIN:295869-1 000011-131601

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

PNC Bank, National Association

Vs.

No. 2007-00271-CD

Phyllis M. Brown
Larry M. Brown

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 21, 2007, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Brett A. Solomon Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of March A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102476
NO: 07-271-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: PHYLLIS M. BROWN and LARRY M. BROWN

SHERIFF RETURN

NOW, March 08, 2007 AT 1:50 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHYLLIS M. BROWN DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS M. BROWN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED
01:50 PM
JUN 08 2007
(Signature)

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102476**

PNC BANK, NATIONAL ASSOCIATION

Case # 07-271-CD

vs.

PHYLLIS M. BROWN and LARRY M. BROWN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW June 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LARRY M. BROWN, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102476
NO: 07-271-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PNC BANK, NATIONAL ASSOCIATION
vs.
DEFENDANT: PHYLLIS M. BROWN and LARRY M. BROWN

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE | ARENSBERG | 298627 | 20.00 |
| SHERIFF HAWKINS | ARENSBERG | 298627 | 61.83 |

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PNC BANK, NATIONAL ASSOCIATION

Plaintiff,

vs.

PHYLLIS M. BROWN AND
LARRY M. BROWN,

Defendants.

CIVIL DIVISION

Case No. 07-271-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

Filed on behalf of PNC BANK,
NATIONAL ASSOCIATION, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
bsolomon@tuckerlaw.com
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

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

106 Main Street
Morrisdale, Pennsylvania 16858
Township of Morris
Tax Parcel No. 124-Q10-571-10

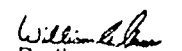


Brett A. Solomon, Esquire
Attorney for Plaintiff

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

FEB 22 2007

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| Plaintiff, |) | No. _____ |
| |) | |
| vs. |) | |
| |) | |
| PHYLLIS M. BROWN and |) | |
| LARRY M. BROWN, |) | |
| |) | |
| Defendants. |) | |

IMPORTANT NOTICE

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

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

CLEARFIELD COUNTY
LAWYER REFERRAL SERVICE
P.O. BOX 186
100 SOUTH STREET
HARRISBURG, PA 17108
1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| Plaintiff, |) | No. _____ |
| |) | |
| vs. |) | |
| |) | |
| PHYLLIS M. BROWN and |) | |
| LARRY M. BROWN, |) | |
| |) | |
| Defendants. |) | |

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, PNC Bank, National Association (the "Bank"), is a banking association with business offices at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707.

2. Defendants, Phyllis M. Brown and Larry M. Brown ("Defendants") are adult individuals whose last known address is 106 Main Street, Morrisdale, Pennsylvania 16858.

3. On or about January 26, 2001, Phyllis M. Brown ("Borrower") executed and delivered a Direct Installment Loan Disclosure and Note ("Note") to the Bank whereby Borrower agreed to pay the Bank the principal amount of \$31,430.44, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated January 26, 2001 ("Mortgage") given by Defendants to the Bank, granting the Bank a security interest in certain real property located in Morris Township, County of Clearfield, Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in

Instrument No. 200102098. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Defendants are in default of the provisions of the Note and the Mortgage for failure to make payments when due. The Note is due from November 15, 2006 and as of February 9, 2007 was past due in the amount of \$911.00.

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

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

8. On or about September 29, 2006 Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Defendants are attached hereto as Exhibit "C" and incorporated herein.

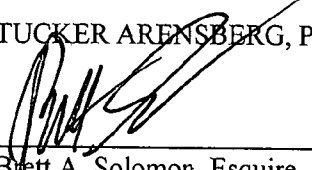
9. The amount due Bank under the Note and Mortgage as of February 9, 2007 is as follows:

| | |
|--|-----------------|
| Principal | \$ 22,742.41 |
| Interest through February 9, 2007 | 21.78 |
| (Continuing Thereafter at \$5.4457 per diem) | |
| Insurance | (251.06) |
| Costs..... | to be added |
| Attorney's Fees..... | <u>1,015.00</u> |
| TOTAL | \$23,528.13 |

10. The total amount now due to the Bank under the Note and Mortgage as of February 9, 2007 was Twenty-Three Thousand Five Hundred Twenty-Eight and 13/100 Dollars (\$23,528.13), plus interest accruing from February 9, 2007 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands and in rem judgment in mortgage foreclosure for the amount due of Twenty-Three Thousand Five Hundred Twenty-Eight and 13/100 Dollars (\$23,528.13), plus continuing interest at the contract rate from February 9, 2007, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Pa. I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for PNC Bank, National
Association, Plaintiff

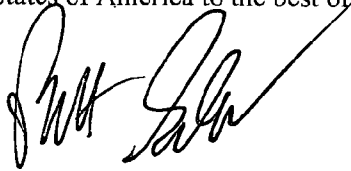
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|---------------------------------|---|----------------|
| PNC BANK, NATIONAL ASSOCIATION, |) | CIVIL DIVISION |
| |) | |
| Plaintiff, |) | No. _____ |
| |) | |
| vs. |) | |
| |) | |
| PHYLLIS M. BROWN and |) | |
| LARRY M. BROWN, |) | |
| |) | |
| Defendants. |) | |

AFFIDAVIT OF NON-MILITARY SERVICE

| | | |
|------------------------------|---|-----|
| COMMONWEALTH OF PENNSYLVANIA |) | |
| |) | SS: |
| COUNTY OF ALLEGHENY |) | |

I, Brett A. Solomon, Esquire, Attorney for PNC Bank, National Association, being duly sworn according to law, hereby depose and say that the Defendants, Phyllis M. Brown and Larry M. Brown, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

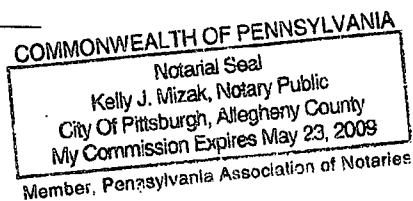


Brett A. Solomon, Esquire
Attorney for PNC Bank, National Association

Sworn to and subscribed before me
this 20 day of February, 2007.

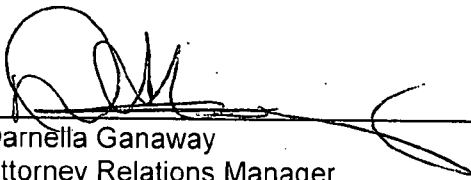

Notary Public

My Commission Expires:



VERIFICATION

I, Darnella Ganaway, Attorney Relations Manager, and duly authorized representative of PNC Bank, National Association, depose and say subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief.



Darnella Ganaway
Attorney Relations Manager
PNC Bank, National Association

Direct Installment Loan Disclosure and Note

Borrower: PHYLIS M BROWN

Lender: PNC Bank National Association

PNCBANK

Date: 1/26/2001

Items preceded by ☐ are not applicable unless marked ☒ or the equivalent.

Truth-in-Lending Disclosures

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments |
|--|---|---|--|
| The cost of the Borrower's credit as a yearly rate. 8.729 % | The dollar amount the credit will cost the Borrower. \$15,806.36 | The amount of credit provided to the Borrower or on the Borrower's behalf. \$31,430.44 | The amount the Borrower will have paid after Borrower has made all payments as scheduled. \$47,236.80 |

The Borrower's Payment Schedule will be:

e means an estimate

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 128 | \$ 333.64 | Monthly, beginning 3/01/2001 |

Security: Lender is getting a security interest in deposits or property held by Lender, and:

- ☐ None ☐ Goods or property being purchased.
☒ Real Estate ☐

Late Charge: ☐ Not Applicable. ☒ If a payment is not paid in full within 15 days of its due date, Borrower may be charged the greater of \$20.00 or 5% of the total payment.

Prepayment: If Borrower pays off early, Borrower will not have to pay a penalty.

Required Deposit Balance: ☒ Not Applicable. ☐ The Annual Percentage Rate does not take into account any required deposit balance.

Assumption: If this loan is secured by a dwelling, someone purchasing that dwelling cannot assume the remainder of the loan on the original terms.

In addition, collateral (other than Borrower's principal residence) securing other obligations to Lender may also secure this Note.

Security Interest Charges:

- ☐ None ☒ Filing Fees \$ 31.00

Variable Rate: ☐ Not Applicable.☒ This loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.☐ The Annual Percentage Rate may increase if the Prime Rate published in *The Wall Street Journal* increases. The rate will not increase more often than once a month. The rate will not increase more than one percentage point in any one month and will not increase more than five percentage points during the term of the loan. The rate will never increase beyond 18%. Any increase in the rate as a result of an increase in the index may cause the number of payments to increase, and/or:☐ the amount of the final payment to change. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, you would be required to pay one additional payment of \$254.88.☐ the amount of the payments to change. The amount of the payments may increase every four years. The final payment will never be increased to more than 150% of the regular payment. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 72 monthly payments of \$203.39, and the rate increased to 14 1/2% after 12 payments, increased to 15 1/2% after the next 12 payments, and then remained the same for the term of the loan, the payment amount would increase to \$227.12 for the 49th through the 72nd payments.☐ If Borrower's participation in the automatic payment plan is discontinued for any reason, the Automatic Payment Plan Discount of 0.00% percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.☐ If Borrower's participation in the Club or Package Plan is discontinued for any reason, the Club Discount of percentage points will terminate and may cause the rate to increase. Any increase in the rate will cause the amount of the payments to increase. For example, if your loan were for \$10,000.00 at an initial interest rate of 13 1/2%, repayable in 48 monthly payments of \$270.76, and the Club Discount terminated after 12 payments, the payment amount would increase to \$ 0.00 for the remainder of the term of the Note.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Credit Insurance Is Not Required. Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless Borrower signs below and agrees to pay the additional cost. Insurance may be purchased on the life of one or two Borrowers. Credit Disability Insurance may be purchased on only one Borrower. If obtained through Lender the cost of the insurance for the original term of the credit is stated below. Lender may receive financial benefits from the Borrower's purchase of insurance. "Borrower" who is named may not be a Co-Maker.

I want Single Credit Life Insurance which costs \$ 1,324.44

Signature of Person to be insured for Single Credit Life Insurance

I want Single Credit Disability Insurance which costs \$

Signature of Person to be insured for Single Credit Disability Insurance

We want Joint Credit Life Insurance which costs \$

Signatures of Persons to be insured for Joint Credit Life Insurance

Borrower does not desire or is not eligible for credit insurance.

Signature of Borrower

Notice to Borrower(s): The minimum amount of coverage which insured Borrower(s) will receive is set forth in the certificate or policy, as applicable.

| | | | | |
|--|--------------------------------------|----------------|--------------------------------|----------|
| Direct Loan Note Index. The index is for convenience and reference. It shall not limit the meaning or scope of any paragraph or section. The numbers refer to the paragraph numbers of the Note. | Daily balance | 4.8 | Monthly payment | 3.7 |
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EXHIBIT

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Direct Installment Loan Disclosure and Note

Borrower: PHYLLIS M BROWN

Lender: PNC Bank National Association

Date: 1/26/2001

Direct Installment Loan Note

1. **Definitions.** In this Note, the word "Borrower" means each and all of those who sign this Note and each and all of those who endorse the check which disburses the "Amount given directly to Borrower." The word "Lender" means PNC Bank National Association or any person to whom this Note has been assigned.

2. **Borrower's Promise to Pay.** To repay this loan, Borrower promises to pay to Lender \$ 31,430.44 with interest on the unpaid balance from the date funds are advanced until paid in full. Interest shall be paid at the rate per annum of 8.740%. Borrower promises to make payments in accordance with the payment schedule stated in this Note. Borrower promises to pay to Lender all other amounts which may become due under the terms of this Note, including, if applicable, Late Charges and Costs of Collection. Borrower agrees to make payments at the place designated by Lender. Borrower may also be required to pay to Lender certain other charges before Lender will give any money to Borrower. These charges, if any, are stated on page one in "Itemization of Amounts paid by Borrower at the time the loan is made" and/or in the Settlement Statement.

3. **Payment Schedule.** Borrower agrees to pay to Lender the amounts due under this Note:

☒ in uninterrupted monthly payments: 119 payments of \$ 393.64 and a final payment, which will be billed by Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on 3/01/2001. Payments will continue until all amounts due are paid.

☐ in interrupted monthly payments, except for the months shown: payments of \$ and a final payment, which will be billed by the Lender, of all remaining unpaid amounts. Payments will be due on the same day of each month starting on . PROVIDED, HOWEVER, that no payments shall be due during the months of or each year.

☐ in a single payment of \$ plus accrued interest and all other amounts due on

☐ In addition, prior to the month of the first scheduled payment as stated above, interest shall be payable monthly on the unpaid balance and shall be due on the same day of the month as the later payments. The date that the final payment is scheduled in this paragraph to be due is called the "Maturity Date" of this Note.

4. **Variable Rate.** ☒ Not Applicable. ☐ The interest rate on this Note can change based on changes in the Interest Rate Index ("Index"). The rate will be based on the Margin, the Index, and applicable discounts, if any. The Index may change from time to time; the Margin will remain the same for the term of the Note. The interest rate stated in the "Borrower's Promise to Pay" is the "Base Rate." The Base Rate was computed by adding the Margin to the original Index, and then subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. Interest rate adjustments are computed by adding the Margin to the current Index at the time of the adjustment (subject to the limitations described below), and then subtracting the Automatic Payment Plan Discount and/or the Club Discount, if applicable. The interest rate on this loan may be adjusted monthly, on the first calendar day of each calendar month, beginning in the month after the funds are advanced. The Margin is percentage points. The Index is the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* ("Prime Rate") on the last day on which the Prime Rate is published in the preceding calendar month. The Index is not necessarily the lowest rate charged by Lender on loans. If the Index shall cease to be available, Lender shall select a new index, which, in Lender's sole opinion upon a reasonable basis, is comparable to the Index. The annual interest rate will not increase or decrease more than one percentage point in any calendar month, and will not increase or decrease more than five percentage points during the term of the loan, due to changes in the Index. (A change caused by a termination of the Automatic Payment Plan Discount or the Club Discount is not subject to the limitations set forth in the previous sentence.) The annual interest rate will not exceed 18%.

5. **Automatic Payment Plan.** ☐ Not Applicable. ☒ Borrower authorizes Lender to deduct the payments on this loan from Borrower's deposit account number 1012658934 on each scheduled payment due date. The interest rate on this loan may increase by 0.250 percentage points ("Automatic Payment Plan Discount") if participation in the automatic payment plan is discontinued for any reason, including: (a) if any Borrower chooses to terminate participation; (b) the deposit account identified above is closed; or (c) if there are not sufficient funds in the account to make the full monthly payment on three payment dates.

6. **Club or Package Plan.** ☐ Not Applicable. ☒ Borrower is participating in the package of banking services known as, or is a qualified member of a club group known as: . The interest rate on this Note may increase by 0.250 percentage points ("Club Discount"), if participation in this Package Plan or Club Group is discontinued for any reason.

7. Monthly Payment Changes.

☐ The payment amounts will not change over the term of the loan except as stated in the "Payment Schedule."

☒ The payment amounts may increase (but will not decrease) if Borrower terminates participation in the ☒ Club or Package Plan. ☐ Automatic Payment Plan. Lender will determine the amount of equal monthly payments that would be sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the new interest rate. If the payment amount will increase, Lender will notify Borrower of the effective date and amount of the new payment.

☐ Changes in the interest rate may cause the number of payments to change and/or the amount of the final payment to change. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

☐ Changes in the interest rate may cause the number of payments to change and/or the amount of the payments to increase; the first change in the payment amount may occur on a date 48 months after the due date of the first monthly payment; subsequent changes, if applicable, will occur every 48 months thereafter. Not more than 45 days, but not less than 25 days, before the date of each payment change, Lender will calculate the new payment amount. The payment amount may increase but will not decrease, except for the final payment. Lender will determine the amount of equal monthly payments that would be

sufficient to repay in full, by the Maturity Date, the unpaid principal balance that is expected to be due on the payment change date, at the interest rate in effect at the time the calculation is being made. Lender will notify Borrower of the new amount of the payment which is due. One month before the Maturity Date, if necessary, the number of payments due will increase so that the final payment will not be more than 150% of the previously scheduled monthly payment.

8. **Computing Interest.** Interest is charged on a daily basis, according to the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the annual interest rate in effect on that day divided by the number of days in that calendar year. Borrower agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge); early payments will result in less interest being charged. If the interest rate on this Note will not change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the amount of the final payment to change. If the interest rate on this Note can change because of changes in the Index (see the "Variable Rate" section), early and/or late payments will cause the number of payments due, the amount of the payments (if the amount of the payments is subject to change every 48 months) and/or the amount of the final payment to change.

9. **Application of Payments.** Lender will apply payments in the following order of priority: interest, late charges, fees, and then principal. All regular payments will be applied to the satisfaction of scheduled payments in the order in which they become due.

10. **Late Charge.** ☐ Not Applicable. ☒ Borrower agrees that Lender may assess a late charge for any payment not paid in full within 15 days of its due date. The late charge will be the greater of \$20.00 or 5% of the total amount of the payment which was not paid in full. No late charge will be due, however, if the reason that the payment is late is either: (a) attributable to a late charge assessed on a prior payment; or (b) because, after default by Borrower, the entire outstanding balance on this Note is due. No more than one late charge will be imposed for any single scheduled payment.

11. **Return Check Fee.** Borrower agrees that Lender may assess a fee of \$20.00 if Borrower makes a payment with a check that is returned by the drawer for "not sufficient funds" in the account on which the check is written.

12. **Waiver by Lender.** If Borrower has made or makes in the future another loan agreement with Lender, Lender might obtain a security interest in the principal dwelling of Borrower or someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of Borrower with Lender. Lender waives (gives up) any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note.

13. **Interest After Maturity and Judgment.** Unless prohibited by applicable law, interest at the rate provided in this Note shall continue to accrue on the unpaid balance until paid in full, even after (whether by acceleration or otherwise) maturity, and/or if Borrower becomes a debtor in an action filed under the Bankruptcy Code and/or if judgment is entered against Borrower for the amounts due. If at any time interest as provided for in this paragraph is not permitted by law, interest shall, in that event and at that time, accrue at the highest rate allowed by applicable law. If the interest rate on this Note can change, the interest rate which will apply beginning on the date a lawsuit is filed by Lender shall be the interest rate in effect on that date or the interest rate stated in the "Borrower's Promise to Pay," whichever is less.

14. **Default.** (As used in this paragraph, the term "Borrower" includes Borrower, Co-Makers, Guarantors, sureties, and any owner of property which is security for this Note.) Borrower will be in default:

- (a) if Borrower does not make any payment before or on the date it is due; or
- (b) if Borrower fails to keep any promise made in this Note or defaults in any other note, loan or agreement with Lender; or
- (c) if anyone who signs the security agreement or a mortgage securing this Note breaks any promise made in the security agreement or mortgage including but not limited to the promise not to sell, give away or transfer title to the property which is the subject of the mortgage or security interest; or
- (d) if any property in which Lender has obtained a security interest to secure this Note is lost, stolen (and not recovered within a reasonable time) or destroyed; or
- (e) if Borrower has made any untrue statement or misrepresentation in the credit application or any other certificate or document given or made for this loan; or
- (f) upon the death of Borrower or any one of them, if there is more than one; or
- (g) if Borrower provides Lender with false information or forged signatures at any time; or
- (h) if a court with proper jurisdiction to do so finds that Borrower, or any one of them, is incapacitated or incompetent; or
- (i) if Lender in good faith believes that the prospect of Borrower's paying this Note is impaired.

If Borrower is in default, the entire outstanding balance on this Note shall be immediately due, at the option of the Lender. This will happen without any prior notice to Borrower, or right to cure, except as may be required by law.

Borrower will also be in default:

- (a) if Borrower becomes insolvent and/or cannot pay Borrower's debts as they become due; or
- (b) if any other creditor tries by legal process to take any money or property of Borrower in the Lender's possession; or
- (c) if Borrower files a bankruptcy petition or if anyone files an involuntary bankruptcy against Borrower; or
- (d) if Borrower makes an assignment for the benefit of creditors, or any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation or other legal or equitable proceedings are instituted by or against Borrower; or
- (e) if any judgment, tax lien, municipal charge or tax levy is filed or writ of execution is issued against Borrower.

If any event described in (a), (b), (c), (d) or (e) happens, the entire outstanding balance on this Note shall be immediately due without any prior notice to Borrower, or right to cure, except as may be required by law.

A default by Borrower on this Note is a default on every other note, loan or agreement of Borrower with Lender.

Direct Installment Loan Disclosure and Note

Borrower: PHYLLIS M BROWN

Lender: PNC Bank National Association

PNCBANK

Date: 1/26/2001

Direct Installment Loan Note - continued

15. General Waiver Provisions. Borrower waives presentment for payment, demand, protest, notice of protest, dishonor and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower further waives any right to require due diligence in collection by Lender.

16. Delay in Enforcement. Lender can delay enforcing any rights under this Note without losing any rights. Lender's failure to enforce any right under this Note shall not act as a waiver of that right or preclude the exercise of that right in the event of a future occurrence of the same event. Lender can also extend the time allowed for making payments, and such extension shall not affect the obligations of any Borrower, whether or not that Borrower is given notice of the extension.

17. Release of Some Borrowers or Some Security. If there is more than one Borrower, each agrees to remain bound by this Note, although Lender may release any other Borrower or release or substitute any property which is security for the repayment of this Note. Borrower waives all defenses based on suretyship and impairment of collateral or security.

18. Security Interest Charges. Borrower agrees to pay any recording, filing, satisfaction and encumbrance fees which may be charged. The charges are to repay Lender for the fees paid to public officials to protect, continue, or release any security interest given in the security agreement or mortgage.

19. Prepayment. Borrower may prepay, in full or in part, the amount owed on this Note at any time without penalty. If Borrower prepays the loan in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid.

20. If Lender Obtains a Security Interest to Secure Borrower's Payment of this Note, Borrower Makes the Following Additional Promises to Lender:

(a) If property insurance is required by a mortgage and/or security agreement securing the repayment of this Note and/or if flood insurance is required by federal law, BORROWER MAY OBTAIN THE INSURANCE FROM ANYONE OF BORROWER'S CHOICE subject to Lender's reasonable approval. If flood insurance is required, Borrower has been separately notified. The property insurance must cover loss of or damage to the collateral and must be in an amount sufficient to protect Lender's interest; flood insurance must be of the type and in the amount required by federal law.

(b) Borrower agrees to provide Lender evidence of required insurance. All policies must name Lender as a loss payee/insured party and must provide for at least 10 days written notice to Lender of cancellation in coverage or cancellation.

(c) If Borrower fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Lender, Lender may notify Borrower that Borrower should purchase the required insurance at Borrower's expense. If Borrower fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Lender, Lender may purchase insurance to protect Lender's interest, to the extent permitted by applicable law, and charge Borrower the cost of the premiums and any other amounts Lender incurs in purchasing the insurance. THE INSURANCE LENDER PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE BORROWER COULD PURCHASE OTHERWISE. Upon demand, Borrower promises to pay Lender the cost of insurance purchased and other amounts incurred by Lender. Borrower agrees that Lender may, if permitted by applicable law, add the cost of the insurance to the amounts on which interest is charged in the rate provided in this Note. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Lender. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If additional information is required concerning insurance or our affiliate arrangements, please contact Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

(d) to pay all taxes due on the collateral. If Borrower does not pay the taxes, Lender has the option to pay the taxes. Upon demand, Borrower promises promptly to repay to Lender any amounts paid by Lender for taxes.

(e) If Lender gets a security interest in stock or securities, the value of the collateral may become insufficient to protect Lender. If that happens, Borrower agrees to deliver to Lender additional collateral which Lender believes will be enough to protect Lender;

(f) to allow Lender the right to inspect the collateral at any reasonable time, and to maintain the collateral in good condition and repair, reasonable wear and tear excepted;

(g) if amounts are advanced by Lender under this Note for taxes and/or insurance, Lender may, at its option, if permitted by applicable law, add the amounts so advanced to the outstanding balance and require repayment with interest by increasing the installment payments so that the outstanding principal balance is repaid in full in substantially equal installments on the due date stated in the payment schedule; and

(h) Borrower's promises made and Lender's rights set forth in this section shall not merge with any judgment in any legal action and shall apply until all amounts owed are paid in full.

21. Lender May Sign Borrower's Name to Insurance Checks. Borrower gives Lender the right and power to sign Borrower's name on any check or draft from an insurance company. This is limited to a check or draft in payment of returned premiums, benefits under credit life insurance or credit disability insurance, and claims made under physical damage insurance and flood insurance covering property which is security for this loan. Borrower does not have the right to, and agrees that Borrower will not, revoke the power of Lender to make Borrower's endorsement. Lender may exercise the power for Lender's benefit and not for Borrower's benefit, except as otherwise provided by law.

22. Costs of Collection. If Lender files suit or takes action to collect this loan or protect the collateral or the Lender's security interest in it, Borrower agrees to pay Lender's costs and expenses to do so, if Lender is permitted by applicable law to require Borrower to pay those costs. Unless such action is taken in Ohio, this shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

23. Security Interests in Deposits. The Lender may set-off any amounts due and unpaid under this loan against any of Borrower's money on deposit with Lender. This includes any money which is now or may in the future be deposited with Lender by Borrower or with any co-depositor, including Borrower's spouse. This also includes any property, credits, securities, or money of the Borrower, which may at any time be delivered to or in the possession of the Lender. This may be done without any prior notice to Borrower.

24. Assignment. Borrower may not assign or otherwise transfer his rights under this Note to anyone else. Lender may sell, transfer, or assign this Note, and any security agreement and/or mortgage given to secure this Note, and Borrower's rights and obligations under this Note will continue unchanged.

25. Multiple Parties. If there is more than one Borrower, each agrees to be responsible to Lender, individually and together, for payment in full of this loan. Borrowers agree that payment of all or part of the proceeds of this Note to any Borrower or to anyone else at the direction of any Borrower will be the equivalent of payment to each Borrower and for the benefit of all Borrowers.

26. Customer Information. To serve its customers efficiently and offer a full range of financial services, Lender shares customer transaction and experience information among the PNC family of companies. PNC companies also share other personal information, such as applications, financial statements, and credit reports. Borrower may request that Lender does not share this other personal information (except where such information is used by one PNC company to service customer accounts for another) by writing to Lender at PNC Bank, P.O. Box 96066, Pittsburgh, Pa. 15226. Please include Borrower's name, address, account number(s) or social security number.

27. Heirs and Personal Representatives Bound. The provisions of this Note shall be binding upon the Borrower, and the heirs and personal representatives of the Borrower.

28. Governing Law and Construction. This Note has been accepted by Lender in Pennsylvania and all laws shall be extended by Lender to Borrower in Pennsylvania. Regardless of the state of Borrower's residence or the place to which Borrower submitted an application, Borrower agrees that the provisions of this Note relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the law of Pennsylvania; procedural matters relating to the enforcement of the obligations evidenced by the Note and matters related to the granting, perfection and enforcement of a security interest securing this Note, if any, shall be governed by the laws of the state where the enforcement, granting or perfection takes place.

29. Communication Concerning Disputed Debts. ALL COMMUNICATIONS BY BORROWER TO LENDER CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE LOAN, SHOULD BE SENT TO CENTRALIZED CUSTOMER ASSISTANCE, 2730 LIBERTY AVENUE, PITTSBURGH, PA 15222.

30. Credit Reports. BORROWER AUTHORIZES LENDER TO OBTAIN CREDIT REPORTS ON BORROWER FROM TIME TO TIME AT LENDER'S DISCRETION WHILE BORROWER HAS A LOAN OUTSTANDING WITH LENDER.

31. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS NOTE AND DISCLOSURE. BY SIGNING BELOW, BORROWER AGREES TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS NOTE. Each of the Borrowers guarantees that the signature of any Borrower is genuine.

Phyllis M Brown
Borrower's Signature PHYLLIS M BROWN Date

Borrower's Signature Date

32. CO-MAKERS SEE NOTICE TO CO-SIGNER BELOW. Any Borrower who is designated as a Co-Maker agrees to be equally responsible with all other Borrowers for the payment of this loan and performance of all promises in this Note.

Co-Maker's Signature Date

Co-Maker's Signature Date

NOTICE TO CO-SIGNER

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

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

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

Mortgage

(Closed-End)

45-1-8015 508-185

OLNACS Number

8729469

PNCBANK

THIS MORTGAGE is made on 1/26/2001 The Mortgagor is PHYLLIS M & LARRY M BROWN.

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank National Association.

The word "Borrower" means PHYLLIS M BROWN.

If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Thirty-one Thousand, Four Hundred and Thirty Dollars and Forty-four Cents

(U.S. \$ 31,430.44). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 1/26/2001

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

106 MAIN ST

MORRISDALE

PA

16858

CLEARFIELD

Recording Date of Original Deed

11/20/1984

Deed Book Number

982

Page Number

376

Tax Parcel No.

124-010-571-10

Lot / Block No.

N/A

Twp. of Morris

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Covenants. Mortgagor promises and agrees as follows:

(a) Mortgagor will maintain the Property in good order and repair; (b) Mortgagor will comply with all laws respecting the ownership and/or use of the Property; (c) If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record; (d) Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage; (e) Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges; (f) While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right and power to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property. Mortgagor does not have the right to, and agrees that Mortgagor will not, revoke the power of Mortgagee to make Mortgagor's endorsement. Mortgagee may exercise the power for Mortgagee's benefit and not for Mortgagor's benefit, except as otherwise provided by law; (g) If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand; (h) Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note; (i) Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection; (j) Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property; and (k) The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees to the maximum extent permitted by law.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action and Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any delay in enforcement of the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Witness

Scott H. Maguth
Larry M. Brown

Mortgagor

Phyllis M Brown
Larry M Brown

EXHIBIT

B

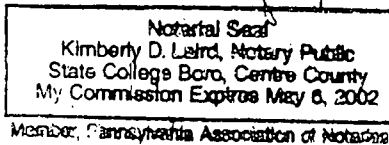
Acknowledgment taken in the STATE OF PENNSYLVANIA, COUNTY OF Centre

On this 26 day of January, 2001, before me, Kimberly D. Laird, the undersigned officer (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared Phyllis M. Brown and Larry M. Brown known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunder set my hand and official seal.

Signature Kimberly D. Laird

Title Notary Public



Affidavit of Subscribing Witness (Do not use if Mortgagor(s) acknowledged the Mortgage. Affidavit must be taken in county where Property is located.)

Before me, a notary public (who certifies that he/she is not an officer or director of PNC Bank, National Association), personally appeared _____, the subscribing witness to the within Mortgage, who being duly sworn according to law, deposes and says that he/she was personally present at the execution of said Mortgage, saw the within named Mortgagor(s) _____ and _____ sign as his/her/their act and deed, and deliver said Mortgage for the purposes therein set forth; and that the name of this deponent affixed thereto as subscribing witness is of deponent's own proper handwriting.

Subscribing Witness

Sworn to and subscribed before me this _____ day of _____

Notary Public

Certificate of Residence: I, Scott A. Maggitti, do hereby certify that Mortgagee's precise residence is Consumer Loan Center, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Agent for Mortgagee

RECORDED in the STATE OF PENNSYLVANIA, COUNTY OF _____, on this _____ day of _____, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Volume _____, page _____.

WITNESS my hand and the seal of said office the day and year aforesaid.

Recorder

Recorded

Number

Mortgage

(Closed-End)

From

PHYLLIS M & LARRY M BROWN

To

PNC Bank, National Association

RECORDED

05-514

05-04

00-14

00-14

00-14

00-14

00-14

00-14

00-14

00-14



Phyllis M Brown
106 Main ST.
Morrisdale, PA 16858

Date of this Notice: September 29, 2006

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

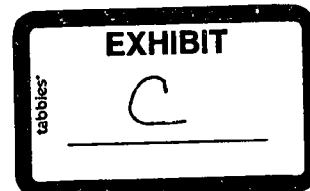
The name, address and phone number of Consumer Credit Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME: Phyllis M Brown / Larry M Brown
PROPERTY ADDRESS: 106 Main ST, Morrisdale, PA 16858
LOAN ACCT. NO.: 045-01-008015508185
ORIGINAL LENDER: PNC
CURRENT LENDER/SERVICER: PNC Bank, NA

Member of The PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222





HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Program Application with one of the designated consumer 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.

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:
106 Main ST, Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments in the amounts of \$393.64 for each of the months from July 2006 through September 2006

Other charges (explain/itemize): Late Charges for \$0.00

TOTAL AMOUNT PAST DUE: \$936.44

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 \$936.44, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAYS PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

PNC Bank, NA, 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

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

IF THE MORTGAGE IS FORECLOSED UPON – The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney 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 fees.**

OTHER LENDER REMEDIES – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.
Member of the PNC Financial Services Group
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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 Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

Name of Lender: PNC Bank, NA

Address: 2730 Liberty Avenue, 2nd Floor, Mailstop: P5-PCLC-02-N, Pittsburgh, PA 15222

Phone Number: (412) 762-8048 or 1-800-878-0027

Contact Person: Beatrice Grates

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 not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Arlene West

PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid

Member of the PNC Financial Services Group
CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



Larry M Brown
106 Main St
Morrisdale, PA 16858

Date of this Notice: September 29, 2006

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HOMEOWNER'S NAME: Larry M Brown
PROPERTY ADDRESS: 106 Main ST, Morrisdale, PA 16858
LOAN ACCT. NO.: 045-01-008015508185
ORIGINAL LENDER:
CURRENT LENDER/SERVICER:

Member of The PNC Financial Services Group

Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222



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ASSUMPTION OF MORTGAGE – You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

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.

Very truly yours,

Arlene West

PNC Bank, National Association

cc: 1st Class U.S. Mail, postage prepaid
Member of the PNC Financial Services Group

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY (see attached)
Consumer Loan Center 2730 Liberty Avenue Pittsburgh Pennsylvania 15222

Postage and Air Mail

9-29-2006
249 Fifth & Wood Sts.,
Pittsburgh PA 15222

Article Number

1 70060100000079141385

Check type of mail or service:

☒ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Address (Name, Street, City, State, & ZIP Code)

Larry M. Brown
106 Main St
Morrisdale PA 16858

Postage

63

Actual Value
If Registered

240

Insured
Value

240

Due Sender
if COD

240

Handing
Charge

63

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

185

2530

185

2530

185

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Signature Confirmation

Delivery Confirmation

Special Handling

Restricted Delivery

Restricted Delivery

Return Receipt

Return Receipt

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Phyllis M. Brown
106 Main St
Morrisdale PA 16858

Postmaster, Per (Name of receiving employee)

Phyllis M. Brown

Number of Pieces
Sent by Sender

8

Total Number of Pieces
Received at Post Office

8

Form 3877, February 2002 (Page 1 of 2)

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

2

Clearfield County

Consumer Credit Counseling Service of Western PA, Inc
500-02 3rd Ave
PO Box 278
Duncansville, PA 16635
(814) 696-3546

Indiana County Community Action Program
827 Water St
Box 187
Indiana, PA 15701
(724) 465-2657
Fax (724) 465-5118

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 102476

PNC BANK, National Assoc.

NO . 07-271-CD

-VS-

PHYLLIS M. BROWN and LARRY M. BROWN

COMPLAINT IN MORTGAGE FORECLOSURE

AMENDED
SHERIFF'S RETURN

NOW AUGUST 21, 2007 CHANGE SHERIFF COSTS FROM \$61.83 to \$51.83.

FILED

01/10/30/07
AUG 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

SWORN TO BEFORE ME THIS
____ DAY OF _____ 2007

So Answers



CHESTER A. HAWKINS,
SHERIFF