

07-595-CD  
Nat'l Bank vs George Richards et al

National Bank et al vs George Richards et al  
2007-595-CD

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

NATIONAL BANK OF THE : NO. 07-595-C.D.  
COMMONWEALTH, now known :  
as FIRST COMMONWEALTH :  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
GEORGE FINLEY RICHARDS, : IN FORECLOSURE  
Administrator C.T.A. for the :  
Estate of MONA J. RICHARDS, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANT : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED Piff pd- 85.00  
04/27/04 ICC Atty  
APR 16 2004  
W.A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sheriff

(814) 765-2641  
CLEARFIELD, PA 16830  
1 NORTH SECOND STREET  
CLEARFIELD COUNTY COURTHOUSE  
COURT ADMINISTRATOR  
CAN GET LEGAL HELP.  
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU  
YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR  
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF  
IMPORTANT TO YOU.  
PLAINTIFF, YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS  
COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE  
PROCEDED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE  
YOU, YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY  
YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST  
PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT  
NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE  
TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND  
AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST  
YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND  
IMPROVED

## NOTICE

DEFENDANT	:	
Estate of MONA J. RICHARDS,	:	
Administrator C.T.A. for the	:	
GEORGE FINLEY RICHARDS,	:	
	:	
VS.	:	
PLAINTIFF	:	
FORCLOSURE	:	
TYPE OF CASE: MORTGAGE	:	
BANK,	:	
NATIONAL BANK OF THE	:	
COMMONWEALTH, now known	:	as FIRST COMMONWEALTH
NO. 07 -	C.D.	
CIVIL DIVISION		
PENNSYLVANIA		
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,		

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

NATIONAL BANK OF THE :  
COMMONWEALTH, now known : NO. 07 - C.D.  
as FIRST COMMONWEALTH :  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
GEORGE FINLEY RICHARDS, :  
Administrator C.T.A. for the :  
Estate of MONA J. RICHARDS, :  
DEFENDANT :

COMPLAINT

AND NOW, comes the Plaintiff, **NATIONAL BANK OF THE COMMONWEALTH, now known as FIRST COMMONWEALTH BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NATIONAL BANK OF THE COMMONWEALTH, now known as FIRST COMMONWEALTH BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **GEORGE FINLEY RICHARDS** is the Administrator C.T.A. for the estate of Mona J. Richards, as is evidenced by proceedings filed to the estate of Mona

J. Richards, No. 1706-0509 in the Court of Common Pleas of Clearfield County, Orphan's Court Division.

3. Defendant **GEORGE FINLEY RICHARDS** is an adult individual with a last known address at 611 Brisbon Street, Houtzdale, Clearfield County, Pennsylvania 16651.

4. On October 5, 1989, **JOHN F. RICHARDS** and **MONA J. RICHARDS**, his wife, executed and delivered to Plaintiff a Mortgage upon the premises hereinafter described, which Mortgage was recorded on October 12, 1989, in Clearfield County Deed and Record Book Volume 1308, page 130. A true and correct copy of the Mortgage is attached hereto as Exhibit "A", and is incorporated herein by reference.

5. **JOHN F. RICHARDS**, a/k/a **JOHN FRANK RICHARDS** died on July 28, 1992, vesting legal title to the premises subject to the aforementioned mortgage to **MONA J. RICHARDS** by operation of Pennsylvania law, as well as obligations to pay the aforementioned mortgage.

6. **MONA J. RICHARDS** died on July 26, 2006, thus and at the time of her death, was vested with legal title to the premises subject to the aforementioned mortgage and also as sole mortgagor on the aforementioned mortgage.

7. Said mortgage has not been assigned.

8. The said Mortgage was in the principal amount of Twenty Thousand Dollars (\$20,000.00), with an adjustable interest rate thereon based on the amount outstanding plus interest, payable as to the principal and interest in equal monthly installments that vary. Said Mortgage is incorporated herein by reference.

9. The premises subject to the Mortgage are the properties located in the Village of Madera and the Township of Bigler, Clearfield County, Pennsylvania, and are

described on Exhibits "B", "C", "D" and "E", respectively, attached hereto and made a part hereof.

10. The Mortgage is in default because payments of principal and interest due November 20, 2006, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

11. The following amounts are due on the Mortgage and Promissory Note:

Balance of Principal:	\$13,820.26
Accrued but unpaid interest through 3/13/07 (\$3.78 per diem):	\$ 620.26
Late charges on overdue amount as of 3/13/07:	\$ -0-
TOTAL:	\$14,440.52

PLUS, the following amounts accruing after 3/13/07:

Interest (\$3.78 per diem);

Late Charges from 3/13/07 forward; any escrow deficits; reasonable attorneys fees and costs.

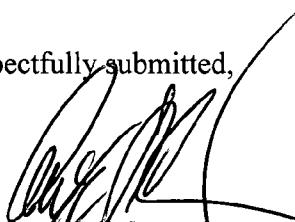
12. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendant on February 2, 2006, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "F" and "G", respectively, and are incorporated herein by reference.

13. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendant and the Defendant has not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendant has requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

WHEREFORE, Plaintiff demands judgment against the defendant for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 11, namely, the principal balance amount of \$14,440.52, plus the following amounts accruing after March 13, 2007, to the date of judgment:

- a) Interest of \$3.78 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

BY: 

Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
25 East Park Avenue, Suite 6  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of NATIONAL BANK OF THE COMMONWEALTH, now known as FIRST COMMONWEALTH BANK, being duly authorized to make this verification, have read the foregoing foreclosure Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
Susan Stiteler  
Susan Stiteler

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**MORTGAGE**

(Securing Future Advances on Line of Credit)

IN THIS MORTGAGE, dated October 5, 1989, you are John F. Richards and  
Mona J. Richards, his wife  
You reside at P. O. Box 535, Madera, PA 16661, the person(s) signing as "Owner" below.

We are

**NATIONAL BANK OF THE COMMONWEALTH**

with an office located at P.O. Box 400, Indiana, Pennsylvania 15701  
You are giving us this Mortgage in consideration of the Home Equity line Account (called the "Account")  
which we are making, or have made, available to John F. Richards and Mona J. Richards  
(whether one or more than one, called the "Borrower") and to induce us to open the Account or maintain the Account  
in effect. Intending to be legally bound by this Mortgage, you are mortgaging and granting us a lien and security interest in the real property located in  
(township/borough/city), Clearfield (county),  
Commonwealth of Pennsylvania, which is designated as Block 1, Lot 1, and with an address of  
P. O. Box 535, Madera, PA 16661 (street address)

together with all present and future improvements, easements, rights, interests and other property that are or become part of the Property. The Property is  
more fully described in the Deed by which you acquired the Property, which is recorded with the Recorder of Deeds of Clearfield  
County, in Deed Book 663/722/776/ (book no.), beginning on Page 239/306/037/ (page no.), with Tax Parcel Number (or other Uniform Parcel  
Identifier, if any) 427/277 783/863

**AMOUNTS SECURED BY MORTGAGE.** Under the terms of the Account Agreement (called the "Agreement") with us, dated October 5, 1989,  
1989, we are absolutely obligated to make all loans properly requested from time to time by the Borrower up to the Borrower's credit limit of  
\$ 20,000.00. This Mortgage secures all advances made to the Borrower on the Account, including all loans and advances that we have already made or  
are later required to make to the Borrower under the Agreement. This Mortgage also secures (i) any amounts that we may advance to pay for insurance, taxes,  
repairs, or claims on the Property for which you or the Borrower fail or refuse to pay, (ii) our collection costs, including all court costs, expenses, and legal fees, if  
you or the Borrower default on the Agreement or this Mortgage, (iii) all charges that we impose on the Borrower in connection with the Account, including  
interest and other charges for loans and advances on the Account, (iv) the full performance of your promises in this Mortgage and the Borrower's promises in  
the Agreement, and (v) all extensions, renewals, modifications, or amendments of the Agreement, regardless of whether you are notified of any such changes.  
If you fail to perform any obligation under this Mortgage, we may perform it for you if we choose. Any resulting costs and expenses that we incur may be added to  
the Account balance, and will accrue interest until fully repaid.

**OWNERSHIP.** You represent that you are the only owner(s) of the Property, and you have the right to mortgage it to us. There are no mortgages, liens or other  
claims against the Property, except those that are indicated in the County records and those that you have told us about. You will not permit any illegal use of the  
Property.

**PROMISES OF OWNER(S).** You agree as follows:

A. **Taxes.** You will pay all taxes, assessments, water and sewer rents, and any other charges on the Property when they are due. These include escrow  
payments made to the holder of any other mortgage on the Property for such charges. If we request it, you will furnish us with proof that these charges have  
been paid.

B. **Maintenance.** You will keep the Property in good condition and repair. You will not make major changes to the structures or any other aspect of the  
Property without our prior approval, including major repairs.

C. **Insurance.** You will keep all buildings and improvements on the Property insured at all times against losses caused by fire, flooding, and any other  
common "extended coverage" hazards, including any which we may require. Whatever insurance company you choose must be acceptable to us, although our  
approval will not be unreasonably withheld. All such insurance policies and renewals must be in a form and amount reasonably acceptable to us. The policies  
must name us as loss-payer or second loss-payer, which means that it is our right to receive payment on all insurance claims. All insurance policies must also  
provide for no less than ten days written notice of cancellation or reduction in coverage. You will deliver all policies or other proof of insurance to us if we  
request it. In the event of any loss or damage to the Property, you will promptly notify both us and the insurance company. We may file a proof of claim on your  
behalf if you fail to do so. You authorize us to sign your name to any check, draft or other order for the payment of insurance proceeds. If we reasonably believe  
that any insurance proceeds which we receive are adequate to repair the related loss or damage to the Property, we may permit you to use the proceeds for this  
purpose. Otherwise, we will apply the proceeds to reduce the amounts owed under the Agreement and this Mortgage.

D. **Permission Required for Transfer of Property.** You will not sell, mortgage, or transfer ownership in the Property or any part of the Property to any other  
person without our prior written consent.

E. **Other Mortgages.** You will perform all of your obligations under any other mortgage on the Property, including making all payments when due.

F. **Condominium.** If the Property is a unit in a condominium or a planned unit development, you will pay all condominium fees, charges and assessments,  
You will perform all of your obligations under the declaration and/or other document(s) governing the condominium or development, including all applicable  
by-laws and regulations.

**DEFAULT.** The Agreement states when and how we may declare a default. If we declare a default under the Agreement, this Mortgage will also be in default. If  
we send you and the Borrower a notice of the default and the right to cure the default as provided by law, we can require the Borrower to immediately pay us the  
entire balance owing under the Agreement unless you or the Borrower cure the default within the time period stated in the notice. If neither you nor the  
Borrower pays us that amount within that time, we may foreclose on this Mortgage. This means that we can have the Property sold, as provided by law, and use  
the proceeds to pay the entire amount owed by the Borrower under the Agreement and owed under this Mortgage. If we receive more money from the sale than  
is owed, we will pay the surplus to you or the Borrower, in our discretion. If the Borrower owes more than we receive from the sale, the Borrower must pay us the  
difference, not you.

**BINDING EFFECT.** This Mortgage remains effective against you and all future owners and tenants of the Property until the Borrower has paid all amounts owing  
under the Agreement, the Agreement is terminated, and this Mortgage is cancelled by us. This Mortgage remains in effect so long as the Agreement remains in  
effect, even if the Account and all other amounts or charges owed us under the Agreement are repaid. You may notify us in writing that you do not want this  
Mortgage to secure additional loans to the Borrower, but this notice will not be effective until the fifth business day after we receive it at our address indicated  
above. If you do this, we will cancel this Mortgage only after all amounts owed us under the Agreement (as of the effective date of your notice) and any amounts  
owed us under this Mortgage) are paid in full.

**GENERAL PROVISIONS.** We can take action under the Agreement or this Mortgage without losing our right to take other courses of action under the Agreement  
or this Mortgage, and can delay enforcing any of our rights under the Agreement or this Mortgage without losing those rights or any other rights. If we choose not  
to enforce any provision of the Agreement or this Mortgage, we can still enforce that provision or any other provision on any other occasion. We can extend the  
time for payment of amounts owed under the Agreement, modify and amend the terms of the Agreement, and add or release any persons obligated to us on the  
Agreement at any time without notice to you and without affecting our rights and your obligations under this Mortgage. We can inspect the Property at a  
reasonable time by giving you prior notice of the inspection and telling you our reasonable purpose for the inspection. If the Property, in whole or in part, is

**EXHIBIT**

"A"

EXHIBIT "A"

ALL that certain piece or parcel of ground situate in Hedges,  
Clearfield County, Pennsylvania, bounded and described as follows,  
to wit:

BEGINNING at the Southwest corner of Pine  
Street and Township Road T-570; thence along  
said Pine Street North Eighty-one and One-half  
degrees West (N 81 $\frac{1}{2}$  W) One Hundred Eighteen  
(118') feet to an alley; thence along said alley  
South Six and One-half degrees East (S 6 $\frac{1}{2}$ E)  
One Hundred Fifty (150') feet to an alley;  
thence along said alley South Eighty-one and One-half  
degrees East (S 81 $\frac{1}{2}$ E) One Hundred Eighteen  
(118') feet to Township Road T-570; thence along  
said Township Road North Six and One-half degrees  
West (N 6 $\frac{1}{2}$ W) One Hundred Fifty (150') feet to  
point and place of beginning.

BEING the same premises as were granted and  
conveyed unto the grantors herein by deed of  
James Bloon, et. ux., which was entered of record  
in the Office for the Recording of Deeds of  
Clearfield County, Pennsylvania, in Deed Book  
Vol. 663, Page 236.

THIS IS A CORRECTIONAL DEED.

ALL that certain lot or piece of ground situate in the Shoff  
Addition to the Village of Hedges, Township of Bigler, County of  
Clearfield and State of Pennsylvania, known as Lot #32, bounded on  
the South by Spruce Street; on the West by Locust Street; on the  
North by an alley; and on the East by Lot #33. Fronting 50 feet on  
Spruce Street, and extending back at a uniform width, a distance of  
150 feet. Having erected thereon frame dwelling house and other out  
buildings.

EXCEPTING and RESERVING therefrom the coal and other minerals,  
as set forth in the deeds in the chain of title.

BEING the same premises which Harry V. Hoborg granted and con-  
veyed to Harry V. Hoborg and Hellie E. Hoborg by deed dated June 2,  
1942 and recorded in the Office of the Recorder of Deeds of Clearfield  
County in Deed Book 343, Page 93. The said Hellie E. Hoborg having  
died August 29, 1951, the above described premises did thereby  
vest in Harry V. Hoborg, her surviving spouse.

## EXHIBIT "A" (Con't)

(2) ALL that certain town lot or piece of land situate in Shoff's Addition to the Village of Madera and known in the General plot of Plan of said addition as Lot #46, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BOUNDED on the East by Lot #47, on the South by an alley, on the West by Locust Street, on the North by Pine Street, said lot being 50 feet in width and 150 feet in length.

Being one of the same lots deeded to the said William A. Lord by the executors of the estate of John M. Chase (deceased) dated on the 20th day of March 1917.

Reserving all the coal and other minerals as reserved in the deed of the executors of the estate of the said John M. Chase (deceased) to William A. Lord.

BEING the same premises conveyed to Sara H. Richards by Deed of W. A. Lord et al dated April 21, 1917 and recorded in Clearfield County Deed Book 236, Page 249.

(3) ALL that certain lot or piece of land situate in the Township of Bigler, Clearfield County, Pa., bounded and described as follows:

BEGINNING at a post where the Southwest corner of Lot No. 47 corners with the Southeast corner of Lot No. 46 North seven and three-fourths (7 3/4) degrees East one hundred fifty (150) feet to a post on Pine Street; thence by Pine Street South eighty-two and one-fourth (82 1/4) degrees East one hundred ten (110) feet to a post at an alley; thence by said alley South six and one-half (6 1/2) degrees East one hundred fifty-five (155) feet and seven (7) inches to a post on an alley; thence by said alley North eighty-two and one-fourth (82 1/4) degrees West one hundred forty-seven (147) feet and three inches (3) to the place of beginning. Containing nineteen thousand two hundred (19,200) square feet.

EXCEPTING and RESERVING all the exceptions and reservations as contained in the chain of title.

BEING the same premises as vested in the Grantors by Will of Merle E. Bloom, late of the Village of Madera, Pa.

Said lots being known as Lots No. 47, 48 and 49 in the Shoff Addition to the Village of Madera, Clearfield Co., Pa.  
THIS IS A CORRECTION DEED.

(4) ALL that certain lot or piece of ground situate in the Shoff Addition to the Village of Madera, bounded and described as follows:

BEGINNING at a point at the Southwest corner of an alley on the North side of Spruce Street; thence along Spruce Street North 80 degrees West 50 feet to the Southeast corner of Lot No. 32, now owned by Harry Moberg; thence North 10 degrees East along the line of Lot No. 32, 150 feet to an alley; thence along the line of said alley South 80 degrees East 50 feet to an alley; thence along said alley South 10 degrees West 150 feet to place of beginning, being known as Lot No. 33 in the Shoff Addition to the Village of Madera, having erected thereon a frame dwelling.

BEING the same premises as were granted and conveyed unto the Grantors herein by deed of Patricia J. Hawkins, single, dated August 18, 1954 and entered of record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 558, page 319.

condemned or taken by any governmental authority or agency, any award or damages for the condemnation or taking will be paid to us and may be used by us to pay any amount owed under the Agreement or this Mortgage. You assign us any rents which may be paid by tenants of the Property, and if we declare a default we can notify the tenants of the assignment and collect and apply these rents to amounts owed us under the Agreement and the Mortgage. You waive your rights under any laws governing appraisal of the Property, stay of execution, or exemption from execution. We can assign the Agreement, the Account, and this Mortgage at any time without notice to you, and this Mortgage will be for the benefit of anyone to whom we may transfer or assign it. This Mortgage is subject to the laws of the State in which the Property is located. If any provision of this Mortgage conflicts with applicable law, the remainder of the Mortgage will remain effective and binding. Except as otherwise required by law, all written notices under this Mortgage may be delivered personally or by regular or certified mail at the appropriate address on the front side of this Agreement. Notices to you shall be effective when sent. Notices to us shall be effective when actually received by us at the on the front side of this Agreement address.

*W. J. Bangs Jr.*  
(Witness)

*W. J. Bangs Jr.*  
(Witness)

*John F. Richards* - (SEAL)  
(Owner) John F. Richards

*Mona J. Richards* (SEAL)  
(Owner) Mona J. Richards

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

: SS.

BE IT REMEMBERED, that on this 5th day of October, 1989, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared John F. Richards and Mona J. Richards, who is/are known (or were proven) to me to be the person(s) named in and who executed the above Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage, and desired that it be recorded as such.

*Diane K. Kozlowski*  
(Notary Public of Pennsylvania)  
My Commission Expires: LINE KAUFNICK, Notary Public  
Houzle, Clearfield Co., Pa.  
My Commission Expires: Sept. 15, 1997

I certify that the precise address of the within named Mortgagor, National Bank of the Commonwealth (name of Lender)

is P. O. Box 400 Indiana, PA 15701

(address of Lender)

*David R. Tracy*  
Signature Attorney for Mortgagor  
Title

(Complete the Following When the Mortgage is Fully Paid:)

To the Recording Officer of \_\_\_\_\_ County: \_\_\_\_\_

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated 10-12-89, 1989

Attest:

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:26 P.M. 10-12-89  
BY NATIONAL BANK OF THE COMMONWEALTH  
FEES 15.50  
Michael R. Lyle, Recorder

Loan No.

COMMONWEALTH  
OF  
PENNSYLVANIA

Mortgage

TO \_\_\_\_\_  
Mortgagor \_\_\_\_\_

Commonwealth of Pennsylvania  
County of CLEARFIELD : SS. \_\_\_\_\_

Recorded on this 12th day  
of OCT., 1989, in

the Recorder's Office of Said County, in Mortgage  
Book Vol. 1308, Page 130

Given under my hand and seal of the said  
office, the day and year aforesaid.

*Michael R. Lyle*  
My Commission Expires  
Recorder

First Monday in January, 1992

Entered or Record OCT. 12, 1989, 1:26 P.M. Michael R. Lyle, Recorder

EXHIBIT "A"

ALL that certain piece or parcel of ground situate in Madera,  
Clearfield County, Pennsylvania, bounded and described as follows,  
to wit:

BEGINNING at the Southwest corner of Pine  
Street and Township Road T-570; thence along  
said Pine Street North Eighty-one and One-half  
degrees West (N 81 $\frac{1}{2}$ ° W) One Hundred Eighteen  
(118') feet to an alley; thence along said alley  
South Six and One-half degrees East (S 6 $\frac{1}{2}$ °E)  
One Hundred Fifty (150') feet to an alley;  
thence along said alley South Eighty-one and One-half  
degrees East (S 81 $\frac{1}{2}$ °E) One Hundred Eighteen  
(118') feet to Township Road T-570; thence along  
said Township Road North Six and One-half degrees  
West (N 6 $\frac{1}{2}$ °W) One Hundred Fifty (150') feet to  
point and place of beginning.

BEING the same premises as were granted and  
conveyed unto the grantors herein by deed of  
James Bloom, et. ux., which was entered of record  
in the Office for the Recording of Deeds of  
Clearfield County, Pennsylvania, in Deed Book  
Vol. 663, Page 236.

THIS IS A CORRECTIONAL DEED.

EXHIBIT

"B"

EXHIBIT "A"

All that certain town lot or piece of land situated in Shoff's Addition to the Village of Madera and known in the General plot of Plan of said addition as Lot #46, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BOUNDED on the East by Lot #47, on the South by an alley, on the West by Locust Street, on the North by Pine Street, said lot being 50 feet in width and 150 feet in length.

Being one of the same lots deeded to the said William A. Lord by the executors of the estate of John M. Chase (deceased) dated on the 20th day of March 1917.

Reserving all the coal and other minerals as reserved in the deed of the executors of the estate of the said John M. Chase (deceased) to William A. Lord.

BEING the same premises conveyed to Sara M. Richards by Deed of W. A. Lord et al dated April 21, 1917 and recorded in Clearfield County Deed Book 236, Page 249.

EXHIBIT

"C"

ALL that certain lot or piece of land situate in the Township of Bigler, Clearfield County, Pa., bounded and described as follows:

BEGINNING at a post where the Southwest corner of Lot No. 47 corners with the Southeast corner of Lot No. 46 North seven and three-fourths (7 3/4) degrees East one hundred fifty (150) feet to a post on Pine Street; thence by Pine Street South eighty-two and one-fourth (82 1/4) degrees East one hundred ten (110) feet to a post at an alley; thence by said alley South six and one-half (6 1/2) degrees East one hundred fifty-five (155) feet and seven (7) inches to a post on an alley; thence by said alley North eighty-two and one-fourth (82 1/4) degrees West one hundred forty-seven (147) feet and three inches (3) to the place of beginning. Containing nineteen thousand two hundred (19,200) square feet.

EXCEPTING and RESERVING all the exceptions and reservations as contained in the chain of title.

BEING the same premises as vested in the Grantors by Will of Mertie E. Bloom, late of the Village of Madera, Pa.

Said lots being known as Lots No. 47, 48 and 49 in the Shoff Addition to the Village of Madera, Clearfield Co., Pa.

THIS IS A CORRECTION DEED.

EXHIBIT

"D"

ALL that certain lot or piece of ground situate in the Shoff  
Addition to the Village of Madera, bounded and described  
as follows:

BEGINNING at a point at the Southwest corner of an  
alley on the North side of Spruce Street; thence  
along Spruce Street North 80 degrees West 50 feet  
to the Southeast corner of Lot No. 32, now owned by  
Harry Moberg; thence North 10 degrees East along  
the line of Lot No. 32, 150 feet to an alley; thence  
along the line of said alley South 80 degrees East  
50 feet to an alley; thence along said alley South  
10 degrees West 150 feet to place of beginning, being  
known as Lot No. 33 in the Shoff Addition to the  
Village of Madera, having erected thereon a frame  
dwelling.

BEING the same premises as were granted and conveyed  
unto the Grantors herein by deed of Patricia J. Hawkins,  
single, dated August 18, 1964 and entered of record in  
the Office for the Recording of Deeds of Clearfield  
County, Pennsylvania, in Deed Book Volume 558, page 319. —

EXHIBIT

"E"

Date: February 1, 2007

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

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of Mona J. Richards

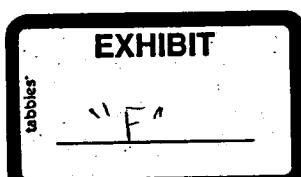
PROPERTY ADDRESS: PO Box 535, Madera, PA 16661

LOAN ACCT. NO.: 1199999574

ORIGINAL LENDER: NBOC

CURRENT LENDER/SERVICER: First Commonwealth Bank

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



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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: PO Box 535, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: November 20, 2006 thru January 20, 2007 totaling \$658.98

Other charges (explain/itemize): Late fees of \$0.00

**TOTAL AMOUNT PAST DUE: \$658.98**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$658.98, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) 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: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635

Date: February 1, 2007

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\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Estate of John F. Richards

PROPERTY ADDRESS: PO Box 535, Madera, PA 16661

LOAN ACCT. NO.: 1199999574

ORIGINAL LENDER: NBOC

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Fax Number: (724) 463-5665

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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

Estate of Mona J. Richards  
PO Box 535  
Madera PA 16461

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature



Agent  
 Addressee

## B. Received by (Printed Name)

2/1/01

## C. Date of Delivery

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

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes2. Article Number  
(Transfer from service label)

7004 0550 0000 3483 3891

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

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

Richard J. Richards (Mobile) 614-526-1111

Postage	\$ 63
Certified Fee	340
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 988

Postmark Here

Send To:  
Estate of Mona J. Richards  
Street, Apt. No.  
or PO Box No. PO BOX 535  
City, State, ZIP 16461

PS Form 3811, 4th Ed. 2002

EXHIBIT

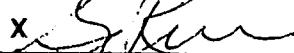
"G"

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**1. Article Addressed to:**

Estate of John F Richards  
Po Box 535  
Makenna PA 16661

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

Agent  
 Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**  
2/01/01

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

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service label)

7004 0550 0000 3483 3884

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

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

Richards, John F. (John F. Richards)

Postage	\$ 63
Certified Fee	\$ 240
Return Receipt Fee (Endorsement Required)	\$ 185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

FEB  
2  
Postmark  
Here

7004 0550 0000 3483 3884

Sign to	Estate of John F Richards
Street, Apt No.	PO Box 535
City, State, Zip	Makenna PA 16661

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

NATIONAL BANK OF THE  
COMMONWEALTH, now known  
as FIRST COMMONWEALTH  
BANK, : NO. 07 - 595 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
GEORGE FINLEY RICHARDS, : TYPE OF PLEADING: COMPLAINT  
Administrator C.T.A. for the : IN FORECLOSURE  
Estate of MONA J. RICHARDS, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANT : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

MAY 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

No C/1 100-114  
Cert of  
disc issued

to Atty Mohney

FILED  
MAY 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

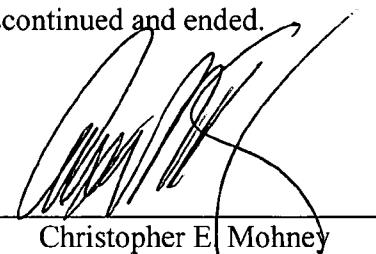
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

NATIONAL BANK OF THE :  
COMMONWEALTH, now known : NO. 07 - 595 C.D.  
as FIRST COMMONWEALTH :  
BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
:  
GEORGE FINLEY RICHARDS, :  
Administrator C.T.A. for the :  
Estate of MONA J. RICHARDS, :  
DEFENDANT :  
:

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY: 

Christopher E. Mohney  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

National Bank of the Commonwealth  
First Commonwealth Bank

Vs. No. 2007-00595-CD  
George Finley Richards  
Mona J. Richards Estate

CERTIFICATE OF DISCONTINUATION

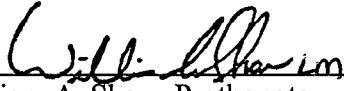
Commonwealth of PA  
County of Clearfield

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 May 7, 2007, marked:

Settled, discontinued and ended.

Record costs in the sum of \$85.00 have been paid in full by Christopher E. Mohney Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of May A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102693  
NO: 07-595-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL BANK OF THE COMMONWEALTH NKA

vs.

DEFENDANT: GEORGE FINLEY RICHARDS, ADMINISTRATOR C.T.A. FOR THE ESTATE OF MONA J RICHARDS

SHERIFF RETURN

NOW, April 23, 2007 AT 11:27 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GEORGE FINLEY RICHARDS, ADMINISTRATOR C.T.A. FOR THE ESTATE OF MONA J RICHARDS DEFENDANT AT 611 BRISBON ST, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GIRARD KABSUBIK, ESQ., ATTORNEY OF DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
07/22/07  
SEP 24 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	FIRST COMM	157721	10.00
SHERIFF HAWKINS	FIRST COMM	157721	35.85

Sworn to Before Me This

So Answers,

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

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