



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

FILED *pd \$85.00 Atty*  
*m/11:28 am 2CCSh*  
MAY 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO. 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

June 27, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw* GK  
Deputy Prothonotary

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

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

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

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

ATTORNEY FOR PLAINTIFF

BANK OF AMERCIA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
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COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of Amercia, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Robert A. Moore and Dawn D. Moore (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee. The Mortgage, dated August 9, 2004, was recorded on September 1, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200414398. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on August 9, 2004 in the original principal amount of \$32,395.00 payable to Plaintiff in monthly installments with an interest rate of 3.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833. A copy of the Legal Description is attached as Exhibit 'C' and incorporated herein.
6. The Defendants are the Record Owners of the mortgaged property located at  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$32,375.00
Interest to 4/16/2007	\$1,572.92
Accumulated Late Charges	\$60.00
BPO	\$95.00
Annual Fee	\$100.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$35,752.92

plus interest from 4/17/2007 at \$7.09 per day, costs of suit and attorney's fees.

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

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on March 27, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$35,752.92 together with the interest from 4/18/2007 at \$7.09 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

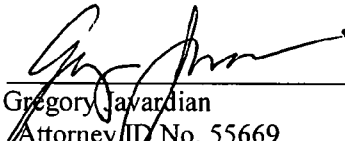
BY:   
\_\_\_\_\_  
Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

EXHIBIT 'A'

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## CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy  
P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

72720042191186 (S)

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

Instrument Number - 200414398  
Recorded On 9/1/2004 At 12:40:17 PM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 8  
Invoice Number - 116992  
\* Mortgagor - MOORE, ROBERT A  
\* Mortgagee - FLEET NATIONAL BANK  
\* Customer - INTEGRATED LOAN SERVICES

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

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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



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

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

### Fleet Bank

#### Open-End Mortgage

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

Maximum Principal Sum: U.S. \$  
\$32,395.00

Maturity Date:  
AUGUST 9, 2024

Borrower(s)/Mortgagor(s):  
ROBERT A MOORE and DAWN D MOORE

At the option of the Lender the Maturity Date may  
be extended to: AUGUST 9, 2034

Property Address:  
10963 CURWENSVILLE TYRONE  
HWY  
CURWENSVILLE, PENNSYLVANIA  
16833

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

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

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

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

34.50



MOORE, ROBERT A

Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06867

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

#### PROPERTY UNDER MORTGAGE

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

#### OWNERSHIP OF PROPERTY

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

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

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 9TH day of AUGUST (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

(Signature of Witness One)  
Printed Name:

Robert A. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: ROBERT A MOORE

(Signature of Witness Two)  
Printed Name:

(Signature of Witness One)  
Printed Name:

Dawn D. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: DAWN D MOORE

(Signature of Witness Two)  
Printed Name:

STATE/Commonwealth of PENNSYLVANIA, COUNTY CLEARFIELD, SS.

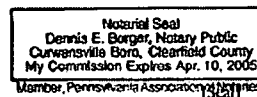
Date: 08-09-04

On this 9TH day of AUGUST, 2004, the undersigned notary public, personally appeared

ROBERT A MOORE and DAWN D MOORE

proved to me through satisfactory evidence of identification, which were ROBERT A. MOORE  
-AND- DAWN D. MOORE, respectively, to be the individual(s) whose  
name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they)  
signed it voluntarily for its stated purpose.

Dennis E. Borger  
Notary Public  
Print Name: DENNIS E. BORGER  
My Commission Expires: APRIL 10, 2005



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EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s):  
ROBERT A MOORE and DAWN D MOORE

Date of Mortgage:  
AUGUST 9, 2004

Mortgagee:  
FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

Property Address:  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PENNSYLVANIA 16833

The Property is located in CURWENSVILLE (city/town).

CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed  
recorded among the land records of the County set forth above:  
Deed recorded in Vol # 198002  
PARCEL ID 126-H11-71

Pile Top

Remit all Legal Documents to: -----

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

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK  
is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Name James P. Porello  
Title Superior

Printed Name and Address of Person Who Prepared This Mortgage:  
Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 79 Battersea Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06033

**EXHIBIT 'B'**





## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

1. What the Words Mean. (a) "You," "your" and "yours" mean Fleet Bank, its successors and assigns; (b) "I," "me," "my," "us" and "Borrower" mean each individual who signs this Agreement, and each such individual's heirs, executors and administrators; (c) "Account" means the Account subject to this Agreement; and (d) "Agreement" means this Fleet Line Agreement.

2. Credit Limit. My credit limit is \$ 32,395.00.

The amount of my unpaid borrowings, interest and other charges on my Account will not exceed my credit limit. At your sole discretion, you may allow me to exceed my credit limit. If you do, I will pay you the excess amount immediately upon your request.

3. Promise to Pay. I promise to pay you all amounts I borrow, plus finance charges and other fees and charges under the terms of this Agreement.

4. Line of Credit. During the "Draw Period" I may obtain loan advances on my Account in the following manner: (1) by using special checks; (2) by withdrawal or transfer from the Account initiated through the use of a card that you have issued to me; or (3) by any other means that you make available. If I request card access to my Account, this access may be denied at any time if my debit card is cancelled for any reason or all of my Fleet deposit accounts linked to my account are closed. Card access may also be denied if my home equity Account is suspended or terminated as outlined in Sections 14, 15, and 16 of this Agreement. My Draw Period starts on the day after my right to rescind this Agreement expires and continues until the last day of the billing period ending during the 59th month after the month in which I sign this Agreement. Unless the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for up to two additional five year periods. If the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for one additional period of a length you establish, but for not more than five years. You will notify me before the end of any Draw Period whether or not you will renew my Draw Period. After my final Draw Period, I will pay the balance I owe over a fifteen year period ("Repayment Period"). During any Draw Period, you do not have to make advances on the Account when my right to borrow has been suspended (see Section 14) or terminated (see Section 15).

You will stop making advances on the Account, or limit the amount you will lend, at the written request of any of us who signs this Agreement. After such request is received, any request for a reinstatement of prior credit privileges must be in writing and signed by all of us.

I will not use my Account to purchase the property securing the Account.

5. Security. To secure payment of all sums I owe you under this Agreement, and any extension, renewal or modification of the Agreement, and to secure all charges under the mortgage of the Property securing the Account, I am giving you a mortgage ("Mortgage") on my real property located at: **10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833** (the "Property").

The Mortgage contains additional information. I agree to comply with all the terms of the Mortgage and to reimburse you for any amounts you pay to protect the Mortgage. The Mortgage will not secure any advances or other charges in excess of my credit limit. Collateral securing other loans with you may also secure the Account. The Mortgage and the Agreement will remain in effect even though my Account balance may be reduced to zero from time to time.

6. Annual Percentage Rate and Finance Charge. My annual percentage rate is the highest Prime Rate most recently published under the heading "Money Rates" in *The Wall Street Journal*, plus a margin. My annual percentage rate may change once each month on the first day of each billing period. If the Prime Rate is no longer published, you will choose a comparable independent index upon which to base my rate. My maximum **ANNUAL PERCENTAGE RATE**, permitted by law, is checked below:

- ☒ ME, NJ, NY, CT, RI, PA, NH: 21%
- ☐ FL, MA: 18%
- ☐ NY: The greater of: (a) 15.9% or (b) five percentage points (5%) over the annual percentage rate in effect when my Account was opened, but in no case will it exceed 25%

My annual percentage rate includes interest and no other costs. Finance charges accrue on each advance from the date of the advance until payment is posted to my Account. You figure the finance charge on my Account as follows:

By signing below, I state I received a completed copy of the Agreement. I agree to the provisions on all pages of this Agreement. If I occupy the property as my principal dwelling, I certify I have received two (2) copies of a Notice of Right to Cancel this transaction.

Executed under seal effective AUGUST 9, 2004

Borrower: Robert A. Moore  
ROBERT A. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833-6506

Borrower: Dawn D. Moore  
DAWN D. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833-6506

Received and accepted

by Fleet Bank By:

Title:

98317 Rev. 04/2004

Page 1 of 4

BORROWER COPY

a. You take the beginning balance of my Account each day, add any new loans, and subtract payments, credits, adjustments, and unpaid finance charges. During the Draw Period (but not the Repayment Period) any charge listed in Section 8 (except a late charge) that is assessed and not paid by the payment due date shown on the monthly statement on which it is itemized, will be treated as an advance and included in the daily balance calculation beginning on the first day of the billing period that starts after that payment due date. This gives you the daily balance for my Account.

b. Next, you add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives you the average daily balance for my Account. (If any daily balance is a credit balance, you consider that day's balance to equal zero.)

c. Then, you multiply the average daily balance times the daily periodic rate times the number of days in the billing period. This gives you the finance charge on my Account.

The daily periodic rate is calculated by dividing the annual percentage rate by 365.

My initial **ANNUAL PERCENTAGE RATE** is 3.990% (daily periodic rate of .01093%). It is based upon a Prime Rate of 4.250% and a margin of -.260 percentage points (-.260%) which I have selected.

Except as limited by the maximum annual percentage rate, an increase in the Prime Rate as described above will result in a corresponding increase in my annual percentage rate, daily periodic rate, finance charge owed, and minimum monthly payments.

If any law is finally interpreted as limiting the finance charge or other charges collected or to be collected in connection with my Account, then: (i) any such charge will be reduced by the amount necessary to reduce it to the permitted limit, and (ii) any sums collected from me which exceed the permitted limit will be applied to the amount of principal I then owe.

7. Closing Costs. In addition to the finance charge which will be added to my Account each billing cycle, I will pay the following fees, including real estate closing and security filing fees:

Points and Commitment.....	\$ 0.00
Document Preparation Fee.....	\$ 0.00
Mortgage Filing Fee.....	\$ 0.00
Title Examination & Certificate.....	\$ 0.00
Lender's Title Insurance.....	\$ 0.00
Property Evaluation Fee.....	\$ 0.00
Mortgage Tax.....	\$ 0.00
Documentary Stamp Tax.....	\$ 0.00
Intangible Tax.....	\$ 0.00
Attorney Fee (n/a NJ) / Closing Agent.....	\$ 0.00
Flood Determination.....	\$ 0.00
Notary Fee.....	\$ 0.00
Other.....	\$ 0.00
Other Courier Fee.....	\$ 0.00
Other Broker Fees.....	\$ 0.00
Other Credit Report.....	\$ 0.00
Other Survey Fee.....	\$ 0.00
Total Amount Due.....	\$ 0.00

-CONTINUED ON THE NEXT PAGE-



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

**8. Other Charges.** Any charge listed below will be included in my minimum payment due for that billing period during which the charge was posted to my Account. During a Draw Period (but not Repayment Period), if I do not pay any such charge (except the late charge) by the payment due date, such charge will be treated as a loan and included in my daily balance beginning on the first day of the billing period starting after the payment due date.

(a) Annual Membership Fee. Each year during a Draw Period, I will pay an annual membership fee of \$90. If I am a Massachusetts customer and I cancel my Account during any year, I will receive a refund equal to two thirds of my annual fee paid for that year.

If you waive the fee in any year, you may still charge a fee in subsequent years.

(b) Late Charge. I will pay a late charge as checked below:

☒ CT, FL, NJ, PA, ME, and RI: If any payment is more than 10 days late, I will pay a late charge of \$15.

☐ MA: If any payment is more than 15 days late, I will pay a late charge of \$10 or 3% of the payment whichever is less.

☐ NH: If any payment is more than 10 days late, I will pay a late charge equal to \$10 or 5% of the payment, whichever is larger.

☐ NY: If any payment is more than 15 days late, I will pay a late charge equal to 2% of the payment.

(c) Early Cancellation Fee. For ME, NJ, PA, and RI borrowers: If I ask you to close my Account within 12 months after it is opened I will pay you \$250. For CT, MA, FL, and NH borrowers: If I ask you to close my Account within 24 months after it is opened I will pay you \$250.

(d) Early Termination Third Party Cost Reimbursement. For NY borrowers: When I opened my Account, I paid no closing costs to Fleet Bank or to a third party. If I ask you to close my account within 36 months after it is opened I will be required to reimburse you \$ representing a portion of the New York mortgage tax that you paid on my behalf.

(e) Release of Mortgage. When I pay off my Account, I will pay the actual cost of recording a Release of Mortgage, as required by the city, town, or county in which the Property is located, at the time that the final payment on my account is collected.

**9. Additional Charges.** Any charge listed below will be treated as if it were a loan. It will be included immediately in my daily balance and accrue interest from the date of posting.

(a) Periodic Property Evaluation Fee. At any time when I am eligible for an extension or renewal of my Draw Period, or when you have reduced my credit limit or suspended my right to borrow under Section 14 or terminated my Account under Section 15, you may obtain an updated evaluation of the Property to determine whether to grant the extension or renewal, to reinstate borrowing privileges, or to permit repayment in installments. I agree to pay the actual cost of such evaluation, up to a maximum amount of \$300.

(b) Over Limit Fee. If you do not pay a check because it would cause me to exceed my credit limit, I will be charged \$20.

(c) Returned Check Fee. If a check or other instrument with which I make a payment on the Account is returned to you unpaid for any reason, I will be charged a returned check charge of \$20 (\$10 if I am a resident of MA). You will waive this fee if my check is drawn on a Fleet Bank deposit account.

(d) Miscellaneous Fees. You may charge me additional fees for extra services such as providing research and copies of documents, other than in response to a billing error inquiry.

### 10. Payment.

(a) Draw Period. During a Draw Period my minimum monthly payment will be the sum of: (1) the finance charge accrued during the billing period; (2) other charges posted to the Account during the billing period; (3) any overdue payment; and (4) the amount of any advance in excess of my credit limit. Except for any advance in excess of my credit limit, the minimum monthly payment will not reduce the amount of principal outstanding. I will continue to make the payments described in this section until I begin to make the payments required during my Repayment Period.

(b) Repayment Period. My fifteen year Repayment Period begins at the end of my last Draw Period. I will make monthly payments during the Repayment Period equal to 1/180th of the outstanding balance of my Account at the end of the Draw Period, plus monthly finance charges, other charges and amounts past due. During the Repayment Period I may not obtain additional advances from my Account.

(c) Means of Payment. I will make my minimum monthly payment by the due date shown on my billing statement. I may prepay all or part of the money by paying more than the minimum monthly payment from time to time without penalty. A partial prepayment does not relieve me of my obligation to pay the amounts shown on future statements.

(d) Applying Payments. Payments will be applied first to billed finance charges, then to any other charges that have not been treated as advances, then to advances accruing finance charge at preferred rates, then to all other advances, and finally to unbilled but accrued finance charges.

(e) Set-off. In the event of default, you may to the extent permitted by law, setoff all or any portion of the amount due under the Agreement against any deposit accounts that I maintain with you by giving me any notice required by applicable law. This provision does not apply if you have issued me any card, which I can use to access my Account.

**11. Periodic Statement.** I will receive a billing statement which will give me information about my Account. If the Account balance shown on my statement is a credit balance and I send you a written request, or if you are required to do so by law, you will refund that amount to me promptly.

**12. Property Insurance.** I agree to name you as mortgagee on an insurance policy on the Property. The policy must be satisfactory to you. If you so require, I will maintain flood insurance on the Property. So long as this Agreement is in effect, I will maintain these policies. I may obtain these policies from anyone I choose who is acceptable to you.

**13. Re-evaluation.** At your cost, you may re-evaluate my creditworthiness and the value of the Property from time to time. Subject to applicable law, you can obtain credit information about me and exchange it, and information about the Account, with affiliates, subsidiaries and others you deem appropriate. You may also ask me to give you a new credit application and any other information that you feel you need, and I will promptly give it to you.

**14. Suspensions and Reductions of Credit Limit.** You can suspend my right to obtain advances or reduce my credit limit during any period in which any of the following is in effect:

(a) the value of the Property declines significantly below its appraised value for purposes of this Agreement;

(b) due to a material change in my financial circumstances, you reasonably believe I will not be able to meet the above payment requirements;

(c) I am in default of a material obligation under this Agreement. For example, I would be in default if I: (1) fail to make payment when due on any other loan secured by the Property from you or another creditor; (2) fail to comply with the terms of the Mortgage; or (3) fail to provide a current financial statement or any financial information you reasonably request at any time;

(d) government action prevents you from imposing the annual percentage rate provided for, or impairs your security interest such that the value of the Property is less than 120 percent of the credit line;

(e) a regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice;

(f) The maximum annual percentage rate is reached; or

(g) One of the events listed in Section 15 below occurs which would permit you to terminate my Account.

**15. Termination.** You may terminate my Account at any time if:

(a) I commit fraud or make a material misrepresentation in connection with the Account;

(b) except if the Account is secured by a junior mortgage on Connecticut property, I fail to meet the payment terms of the Agreement for any outstanding balance. If the Account is secured by a junior mortgage on Connecticut property, I will be in default if I fail to make a payment within sixty days after the due date; however, my failure to pay when due will allow you to suspend my right to borrow;

(c) my action or inaction adversely affects the Property or any right of yours in the Property, such as: my transferring title to the Property, selling the Property or failing to maintain required insurance on the Property, failing to pay taxes on the Property, some other action by me results in the filing of a lien that is or becomes senior to yours, the Property is taken by eminent domain or foreclosure by a prior lienholder;

(d) any of the following events adversely affects your rights in the Property: (1) a judgment is filed against me; (2) I commit waste or fail to maintain the Property; (3) my illegal use of the Property subjects it to seizure; (4) I vacate the Property; (5) except Accounts secured by Connecticut property, one of us dies (if the Account is secured by Connecticut property, the death of all of us who signed the Mortgage); or (6) a petition is filed by or against me under any bankruptcy or insolvency law. If I am one of your executive officers, you may terminate my Account if any federal law dealing with credit extended to an executive officer requires that, as a condition of the plan, the credit shall be due and payable on demand.

CONTINUED ON THE NEXT PAGE.



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

16. Events After Termination. Subject to applicable law and without notifying me, if you terminate the Account, you may do one or more of the following: (a) immediately close my Account; (b) reissue without paying any outstanding checks drawn on my Account; (c) require me immediately to pay the entire outstanding balance of my Account; (d) require me to pay the outstanding balance of my Account as provided in Paragraph 10(b) ("Repayment Period"); (e) take any of my money in your possession to pay what I owe, to the extent permitted by law; or (f) subject to applicable foreclosure procedures, foreclose the Mortgage.

17. Collection Costs. If I fail to abide by any of this Agreement you may use any remedy permitted by law. To the extent permitted by law, I will pay you all reasonable collection costs, including reasonable attorney's fees. If the Property is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If I am successful in any partial defense, set-off or counterclaim against you, the court may withhold payment of all or a portion of your attorney fees. New Hampshire and New York residents only: If I prevail in any action brought by you or me involving the Account, I shall be awarded reasonable attorney's fees. Pennsylvania residents only: If this Note is secured by real estate, I will pay all of your reasonable attorney's fees which are actually incurred in connection with foreclosure or other legal administration and up to \$50 for your reasonable attorneys' fees which are actually incurred prior to commencement of foreclosure or other legal action.

18. Delay in Enforcement. You can delay enforcing any of your rights under this Agreement without losing those rights or any other rights. If you waive any right once, it does not mean that you must waive that or any other right later.

19. Copies. You can prove I owe you money by using copies of documents as if they were the originals.

20. Obligation of Borrowers: Even if there is more than one of us, I am individually responsible for all promises made in this Agreement. You may require me to pay all amounts due without asking another person to pay. I will pay all amounts due even if you and another person agree to revise this Agreement or release the Collateral.

21. Tax Deductibility. I should consult a tax advisor regarding the deductibility of interest and charges imposed on my Account.

22. Notices. You will send all notices to me at the address next to my signature. A notice sent to one of us will be considered notice to all of us. I will notify you

promptly if I change my mailing address. Except for notices related to billing errors (see "My Billing Rights"), I will send all notices and requests to you at:

FLEET BANK  
CONSUMER LOAN OPERATIONS  
COLLATERAL DEPARTMENT  
315 COURT STREET  
P.O. BOX 3092  
UTICA, NY 13502

or to such address you provide for notices.

23. Change in Terms. Except as otherwise provided in this Agreement, you will not change any terms of this Agreement without my written consent unless the change is insignificant or would benefit me for the remaining term of the Agreement. If you change any term of this Agreement, to the extent required by law you will give me prior written notice of the change. Unless otherwise required by law, any change in terms will apply to all amounts on the Account then outstanding and thereafter incurred.

24. Assignment. I may not assign this Agreement or my rights and obligations under it. At any time you may assign this Agreement and the Mortgage to another person.

25. Applicable Law. If I reside in ME, NJ, PA, or RI, this Agreement is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs. If I reside in CT, MA, FL, NH or NY, this Agreement is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs.

To the extent that federal law preempts state law, this Agreement is governed by federal law. If any provision of this Agreement conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Agreement shall not be affected.

26. Documentation. I agree to execute or re-execute any document, including a revised version of this Agreement, that you request in order to correct any error or omission in the original Agreement, security instrument, or other loan documents.

### MY BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my statement is wrong, or if I need more information about a transaction on my statement, I should write you on a separate sheet at the "Send Inquiries To" address listed on my statement. I will write to you as soon as possible. I understand that you must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

1. My full name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error.

If I have authorized you to pay my Fleet Line bill automatically from my checking or savings account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

### MY RIGHTS AND YOUR RESPONSIBILITIES

#### AFTER YOU RECEIVE MY WRITTEN NOTICE

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the part of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And you must tell me the name of anyone you report me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.

-CONTINUED ON THE NEXT PAGE-



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

In this Notice, the words "you" and "your" mean each person who signs the Fleet Line Agreement ("Agreement") as a co-signer.

### 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 responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

### NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt incurred from time to time on the account identified below, although you may not personally receive any property, services or money. You may be sued for payment, although the person opening the account is able to pay. You should know that the Limit of Liability listed below does not include court costs or attorneys' fees, or other costs or charges that may be stated in the agreement. You will also have to pay some or all of these costs and charges if the Agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This Notice is not the Agreement, or other writing, that obligates you to pay the debt. Read the Guaranty below for the exact terms of your obligations and of your rights to limit or end your obligations.

### IDENTIFICATION OF ACCOUNT YOU MAY HAVE TO PAY:

Name of Creditor: Fleet

Name of Debtor: \_\_\_\_\_

Type of Account: Mortgage Secured Line of Credit

Limit of Liability: \_\_\_\_\_

I have been given a completed copy of this Notice and of each writing that obligates me or the borrower on the Account.

Co-signer \_\_\_\_\_ Date \_\_\_\_\_

### GUARANTY

To induce the bank to make this loan, each undersigned guarantor unconditionally guarantees the payment when due of all money owed under the above Fleet Line Agreement and the mortgage securing it. Each guarantor is jointly and severally liable with the borrower. This means that the bank does not have to try to collect from anyone or anyone's property before collecting from a guarantor. The bank may take any action permitted by the agreement(s) being guaranteed without notifying the guarantor or releasing the guarantor from responsibility. The guarantor will pay any expenses the bank incurs in enforcing the guaranty, including reasonable attorney's fees and court costs. The bank does not have to notify any guarantor of the bank's acceptance of this guaranty.

Each guarantor accepts the terms of this guaranty and acknowledges receipt of a completed copy of the Fleet Line Agreement and this guaranty.

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

**Addendum to the Fleet Line Agreement**

This Addendum amends my Fleet Line Agreement (the "Agreement") governing my Equity Credit Line Account ("my Account"). I have received a copy of the Agreement and this Addendum.

The third paragraph of subsection c of Section 6 of the Agreement entitled "Annual Percentage Rate and Finance Charges" is amended by adding the following to the end of the paragraph:

My margin will remain the same as indicated above for the first three billing cycles of my Account. If, at the end of the third billing cycle during my draw period my Account principal balance is equal to or greater than \$25,000, the margin used to calculate the interest rate on my Account will remain the same as indicated above for the life of my Account. If at the end of the third billing cycle during my draw period, my Account principal balance is less than \$25,000, the margin used to calculate the interest rate on my Account will increase by one quarter of one percent (1/4 of 1%) for the remainder of the term of my Account. This change will be reflected on my Account billing statement starting with the fourth billing cycle in the draw period and will be reflected on all subsequent billing statements.

Except as otherwise specifically provided in this Addendum, the Agreement will remain unchanged, and I will be bound by, and comply with, all of the terms and provisions of the Agreement.

By signing below, I state that I have received a completed copy of the Agreement together with this Addendum. I agree to the provisions on all pages of the Agreement and the Addendum and I have caused this Addendum to be duly executed and delivered as an instrument under seal as of the 9TH day of AUGUST, 2004.

Robert A. Moore  
Borrower ROBERT A MOORE

Dawn D Moore  
Borrower DAWN D MOORE

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Bank Representative

BANK COPY

EXHIBIT 'C'

**BEGINNING** at an existing  $\frac{1}{2}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in deed book 1252 page 256; said rebar also being the southwest corner of the land herein conveyed and running:

**THENCE** North 42 degrees 52 minutes 40 seconds East for a distance of 1416.16 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by deed book 505 page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by deed book 1344 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{1}{2}$  inch rebar set back 40.88 feet from said centerline of S. R. 453:

**THENCE** South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by deed book 1775 page 481;

**THENCE** North 87 degrees 22 minutes 20 seconds West for a distance of 890.35 feet along Edward L. Litz to an existing  $\frac{1}{2}$  inch rebar and place of beginning, said line passing through an existing  $\frac{1}{2}$  inch rebar at 28.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

EXHIBIT 'D'



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

March 27, 2007

ROBERT A. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

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

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

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

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

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

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

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

**Certified Article Number**

7160 3901 9849 8857 0919

**SENDERS RECORD**

**Certified Article Number**

7160 3901 9849 8857 0902

**SENDERS RECORD**

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): ROBERT A. MOORE & DAWN D. MOORE  
PROPERTY ADDRESS: 10963 CURWENSVILLE TYRONE HWY,  
CURWENSVILLE, PA 16833  
68811004297699  
LOAN ACCT. NO.: FLEET NATIONAL BANK  
ORIGINAL LENDER: BANK OF AMERICA, N.A. S/B/M FLEET NATIONAL  
CURRENT LENDER/SERVICER: 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 Agency of its decision on your application.

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PA 16833 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: 10/23/2006 thru 03/23/2007 at \$ 262.61 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 1,575.66
Suspense:	(\$ 0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$1,575.66</b>

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

**HOW TO CURE THE DEFAULT-** You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,575.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

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

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

**CLEARFIELD County**

**CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**

Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**


1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

**VERIFICATION**

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

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

**FILED**

**MAY 01 2007**

William A. Shaw  
**Prothonotary/Clerk of Courts**



THE LAW OFFICES OF GREGORY JAVARDIAN

BY: GREGORY JAVARDIAN

Attorney ID No. 55669

1310 Industrial Boulevard

1<sup>st</sup> Floor, Suite 101

Southampton, PA 18966

(215) 942-9690

Attorney for Plaintiff

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

FLEET NATIONAL BANK

PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

VS.

NO. 07-694--CD

ROBERT A. MOORE

DAWN D. MOORE

COMPLAINT IN  
MORTGAGE FORECLOSURE

PRAECIPE TO REINSTATE COMPLAINT

TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an  
Additional thirty (30) days.

Dated: June 25, 2007

BY: 

Gregory Javardian, Esquire

1310 Industrial Boulevard

1<sup>st</sup> Floor, Suite 101

Southampton, PA 18966

**FILED**

JUN 27 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd. 7.00  
m/12:37 PM  
10002 Complaints  
Reinstated to  
Sheniff

(GW)

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

vs.

ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

CIVIL ACTION-LAW

No. 07-694-CD

MORTGAGE FORECLOSURE

MOTION TO COMPEL FILING OF  
AFFIDAVIT OF SERVICE

Filed on behalf of: Plaintiff,  
BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK

Counsel for Record for this Party:  
Gregory Javardian, Esquire  
P.A. ID# 55669  
Law Offices of Gregory Javardian  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Dated:

8/20/2007

FILED  
9/10/30m  
SEP 13 2007

acc Atty  
Javardian

William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

---

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

No. 07-694-CD

---

MOTION TO COMPEL FILING OF AFFIDAVIT OF SERVICE  
PURSUANT TO PA.R.C.P. 405(e)

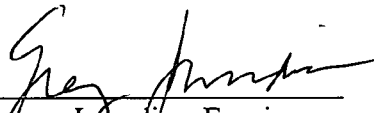
AND NOW, comes Plaintiff, by its attorney, Gregory Javardian, Esquire, and motions this Honorable Court to Compel the filing of Affidavit of Service in the above case pursuant to Pa.R.C.P. 405(e) and avers in support hereof:

1. This matter concerns an action in Mortgage Foreclosure instituted by Plaintiff to recover amounts due and owing by virtue of a default on a Note and Mortgage.
2. Plaintiff filed the Complaint in Mortgage Foreclosure on May 1, 2007. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".
3. Service of the Complaint was effectuated upon the Defendants on July 12, 2007 by the Clearfield County Sheriff's Office.

4. To date the Clearfield County Sheriff's Office has not filed the Affidavit of Service for the Complaint with the Clearfield County Prothonotary's Office.
5. As a result, Plaintiff has been prevented from filing a default judgment against the Defendants even though to date the Defendants have not filed an Answer to the Complaint.
6. Pennsylvania Rule of Civil Procedure 405(a) provides that when service of original process has been made the Sheriff shall make a return of service and in accordance with Pennsylvania Rule of Civil Procedure 405(e) the return of service shall be filed with the Prothonotary.
7. Furthermore, under Pennsylvania Rule of Civil Procedure 405(g) the Sheriff upon filing the return of service shall notify by ordinary mail the party requesting service be made.
8. Moreover, Peter F. Smith, Solicitor for the Clearfield County Sheriff's Office has been advised of the filing of this motion.
9. Pursuant to Pa.R.C.P. 405(e), Plaintiff seeks an Order compelling the Clearfield County Sheriff's Office to immediately file the Affidavit of Service with the Clearfield County Prothonotary's Office and in accordance with Pa.R.C.P. 405(g) notify the Plaintiff of the filing of the Affidavit of Service by U.S. mail.

WHEREFORE, Plaintiff requests the Court to enter an Order compelling the Clearfield County Sheriff's Office to immediately file the Affidavit of Service with the Clearfield County Prothonotary's Office and notify the Plaintiff of the filing of the Affidavit of Service by U.S. mail.

Date: 8/20/2007

  
\_\_\_\_\_  
Gregory Javardjan, Esquire  
Attorney for Plaintiff

## EXHIBIT 'A'

6/27/07 Document  
Reinstated/Returned to Sheriff/Attorney  
for service.  
*[Signature]*  
Notary

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

MAY 01 2007

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

Attest.  
ATTORNEY FOR PLAINTIFF

*[Signature]*  
Prothonotary/  
Clerk of Courts

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO. 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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



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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO.

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of Amercia, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Robert A. Moore and Dawn D. Moore (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee. The Mortgage, dated August 9, 2004, was recorded on September 1, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200414398. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on August 9, 2004 in the original principal amount of \$32,395.00 payable to Plaintiff in monthly installments with an interest rate of 3.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833. A copy of the Legal Description is attached as Exhibit 'C' and incorporated herein.
6. The Defendants are the Record Owners of the mortgaged property located at  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$32,375.00
Interest to 4/16/2007	\$1,572.92
Accumulated Late Charges	\$60.00
BPO	\$95.00
Annual Fee	\$100.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$35,752.92

plus interest from 4/17/2007 at \$7.09 per day, costs of suit and attorney's fees.

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

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on March 27, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$35,752.92 together with the interest from 4/18/2007 at \$7.09 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

EXHIBIT 'A'

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**  
**Maurene Inlow - Chief Deputy**  
P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

72720042191186 ©

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

Instrument Number - 200414398  
Recorded On 9/1/2004 At 12:40:17 PM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 8  
Invoice Number - 116992  
\* Mortgagor - MOORE, ROBERT A  
\* Mortgagee - FLEET NATIONAL BANK  
\* Customer - INTEGRATED LOAN SERVICES

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

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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00000000.7390.00080.3.04/275

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

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

### Fleet Bank

#### Open-End Mortgage

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

Maximum Principal Sum: U.S. \$  
\$37,395.00

Maturity Date:  
AUGUST 9, 2024

Borrower(s)/Mortgagor(s):  
ROBERT A MOORE and DAWN D MOORE

At the option of the Lender the Maturity Date may  
be extended to: AUGUST 9, 2034

Property Address:  
10963 CURWENSVILLE TYRONE  
HWY  
CURWENSVILLE, PENNSYLVANIA  
16833

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

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

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

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

34.50



MOORE, ROBERT A

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

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

#### PROPERTY UNDER MORTGAGE

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

#### OWNERSHIP OF PROPERTY

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

16. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

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

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



**Fleet Line Agreement**  
(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

In this Notice, the words "you" and "your" mean each person who signs the Fleet Line Agreement ("Agreement") as a co-signer.

**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 responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

**NEW YORK NOTICE TO CO-SIGNER**

You agree to pay the debt incurred from time to time on the account identified below, although you may not personally receive any property, services or money. You may be sued for payment, although the person opening the account is able to pay. You should know that the Limit of Liability listed below does not include court costs or attorneys' fees, or other costs or charges that may be added to the agreement. You will also have to pay some or all of these costs and charges if the Agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This Notice is not the Agreement, or other writing, that obligates you to pay the debt. Read the Guaranty below for the exact terms of your obligations and of your rights to limit or end your obligations.

**IDENTIFICATION OF ACCOUNT YOU MAY HAVE TO PAY:**

Name of Creditor: Fleet  
Name of Debtor: \_\_\_\_\_  
Type of Account: Mortgage Secured Line of Credit  
Limit of Liability: \_\_\_\_\_

I have been given a completed copy of this Notice and of each writing that obligates me or the borrower on the Account.

Co-signer \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTY**

To induce the bank to make this loan, each undersigned guarantor unconditionally guarantees the payment when due of all money owed under the above Fleet Line Agreement and the mortgage securing it. Each guarantor is jointly and severally liable with the borrower. This means that the bank does not have to try to collect from anyone or anyone's property before collecting from a guarantor. The bank may take any action permitted by the agreement(s) being guaranteed without notifying the guarantor or releasing the guarantor from responsibility. The guarantor will pay any expenses the bank incurs in enforcing the guaranty, including reasonable attorney's fees and court costs. The bank does not have to notify any guarantor of the bank's acceptance of this guaranty.

Each guarantor accepts the terms of this guaranty and acknowledges receipt of a completed copy of the Fleet Line Agreement and this guaranty.

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

**Addendum to the Fleet Line Agreement**

This Addendum amends my Fleet Line Agreement (the "Agreement") governing my Equity Credit Line Account ("my Account"). I have received a copy of the Agreement and this Addendum.

The third paragraph of subsection c of Section 6 of the Agreement entitled "Annual Percentage Rate and Finance Charges" is amended by adding the following to the end of the paragraph:

My margin will remain the same as indicated above for the first three billing cycles of my Account. If, at the end of the third billing cycle during my draw period my Account principal balance is equal to or greater than \$25,000, the margin used to calculate the interest rate on my Account will remain the same as indicated above for the life of my Account. If at the end of the third billing cycle during my draw period, my Account principal balance is less than \$25,000, the margin used to calculate the interest rate on my Account will increase by one quarter of one percent (1/4 of 1%) for the remainder of the term of my Account. This change will be reflected on my Account billing statement starting with the fourth billing cycle in the draw period and will be reflected on all subsequent billing statements.

Except as otherwise specifically provided in this Addendum, the Agreement will remain unchanged, and I will be bound by, and comply with, all of the terms and provisions of the Agreement.

By signing below, I state that I have received a completed copy of the Agreement together with this Addendum. I agree to the provisions on all pages of the Agreement and the Addendum and I have caused this Addendum to be duly executed and delivered as an instrument under seal as of the 9TH day of AUGUST, 2004.

Robert A. Moore  
Borrower ROBERT A MOORE

Dawn D Moore  
Borrower DAWN D MOORE

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Bank Representative

BANK COPY

EXHIBIT 'C'

**BEGINNING** at an existing  $\frac{1}{2}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in deed book 1252 page 266; said rebar also being the southwest corner of the land herein conveyed and running:

**THENCE** North 42 degrees 52 minutes 40 seconds East for a distance of 1416.18 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by deed book 805 page 123, and along Clyde R. and Marie B. Peters, as was conveyed to them by deed book 1844 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{1}{2}$  inch rebar set back 40.88 feet from said centerline of S. R. 453;

**THENCE** South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by deed book 1775 page 461;

**THENCE** North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{1}{2}$  inch rebar and place of beginning, said line passing through an existing  $\frac{1}{2}$  inch rebar at 28.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

EXHIBIT 'D'

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

March 27, 2007

ROBERT A. MOORE

10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

DAWN D. MOORE

10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

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

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

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

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

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

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

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

**Certified Article Number**

7160 3901 9849 8857 0919

**SENDERS RECORD**

**Certified Article Number**

7160 3901 9849 8857 0902

**SENDERS RECORD**



## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): ROBERT A. MOORE & DAWN D. MOORE  
PROPERTY ADDRESS: 10963 CURWENSVILLE TYRONE HWY,  
CURWENSVILLE, PA 16833  
LOAN ACCT. NO.: 68811004297699  
ORIGINAL LENDER: FLEET NATIONAL BANK  
CURRENT LENDER/SERVICER: BANK OF AMERICA, N.A. S/B/M FLEET NATIONAL BANK

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PA 16833 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: 10/23/2006 thru 03/23/2007 at \$ 262.61 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 1,575.66
Suspense:	(\$ 0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$1,575.66</b>

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

**HOW TO CURE THE DEFAULT-** You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,575.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

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

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

**CLEARFIELD County**

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

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

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


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

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

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

**VERIFICATION**

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

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

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

ATTORNEY FOR PLAINTIFF

---

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

No. 07-694-CD

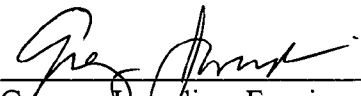
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VERIFICATION

I, Gregory Javardian, attorney for Plaintiff, hereby state that I am duly authorized to make this Verification on behalf of Plaintiff and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date:

8/20/2007

  
Gregory Javardian, Esquire  
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

---

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

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

CLEARFIELD COUNTY

ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

No. 07-694-CD

---

CERTIFICATE OF SERVICE

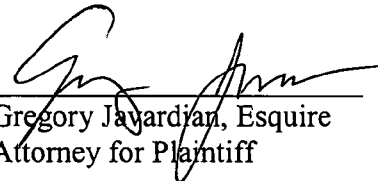
I, Gregory Javardian, Esquire, counsel for the Plaintiff, hereby certify that a copy of the foregoing Motion to Compel filing of Affidavit of Service was served on the following persons by first-class mail, postage prepaid, on the date indicated below.

Robert A. Moore  
10963 Curwensville Tyrone Hwy  
Curwensville, PA 16833

Dawn D. Moore  
10963 Curwensville Tyrone Hwy  
Curwensville, PA 16833

Chester A. Hawkins, Sheriff  
Clearfield County Sheriff's Office  
230 East Market Street  
Clearfield, PA 16830

Date: 8/20/2007

  
\_\_\_\_\_  
Gregory Javardian, Esquire  
Attorney for Plaintiff



00000000 7390 00213 3 04/275

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 9TH day of AUGUST (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

(Signature of Witness One)  
Printed Name:

Robert A. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: ROBERT A MOORE

(Signature of Witness Two)  
Printed Name:

Dawn D. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: DAWN D MOORE

(Signature of Witness One)  
Printed Name:

(Signature of Witness Two)  
Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

Date: 08-09-04

On this 9TH day of AUGUST, 2004, the undersigned notary public, personally appeared  
ROBERT A MOORE and DAWN D MOORE  
proved to me through satisfactory evidence of identification, which were ROBERT A. MOORE  
-AND- DAWN D. MOORE, respectively, to be the individual(s) whose  
name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they)  
signed it voluntarily for its stated purpose.

Dennis E. Borger  
Notary Public  
Print Name: DENNIS E. BORGER  
My Commission Expires: APRIL 10, 2005

Notarial Seal  
Dennis E. Borger, Notary Public  
Clearfield County, Clearfield County  
My Commission Expires Apr. 10, 2005  
Member, Pennsylvania Association of Notaries

00000000.7390.00085.3.04/275

EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s):

ROBERT A MOORE and DAWN D MOORE

Date of Mortgage:

AUGUST 9, 2004

Mortgagee:

FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

Property Address:

10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PENNSYLVANIA 16833

The Property is located in CURWENSVILLE (city/town).

CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

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

Deed recorded in Vol # 19800002  
PARCEL ID 126-H11-07

Pile Top

Remit all Legal Documents to: \_\_\_\_\_

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

Pennsylvania Certification of Residence

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

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

Name

Title

Printed Name and Address of Person Who Prepared This Mortgage  
Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Battersea Park Road, 1st Floor  
City/ST/Zip: Farmington, CT 06031

EXHIBIT 'B'



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

1. What the Words Mean. (a) "You," "your" and "yours" mean Fleet Bank, its successors and assigns; (b) "I," "me," "my," "us," and "homework" mean each individual who signs this Agreement, and each such individual's heirs, executors and administrators; (c) "Account" means the Account subject to this Agreement; and (d) "Agreement" means this Fleet Line Agreement.

2. Credit Limit. My credit limit is \$ 32,395.00.

The amount of my unpaid borrowings, interest and other charges on my Account will not exceed my credit limit. At your sole discretion, you may allow me to exceed my credit limit. If you do, I will pay you the excess amount immediately upon your request.

3. Promise to Pay. I promise to pay you all amounts I borrow, plus finance charges and other fees and charges under the terms of this Agreement.

4. Line of Credit. During the "Draw Period" I may obtain loan advances on my Account in the following manner: (1) by using special checks; (2) by withdrawal or transfer from the Account initiated through the use of a card that you have issued to me; or (3) by any other means that you make available. If I request card access to my Account, this access may be denied at any time if my debit card is cancelled for any reason or all of my Fleet deposit accounts linked to my account are closed. Card access may also be denied if my home equity Account is suspended or terminated as outlined in Sections 14, 15, and 16 of this Agreement. My Draw Period starts on the day after my right to receive this Agreement expires and continues until the last day of the billing period ending during the 5th month after the month in which I sign this Agreement. Unless the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for up to two additional five year periods. If the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for one additional period of a length you establish, but for not more than five years. You will notify me before the end of any Draw Period whether or not you will renew my Draw Period. After my final Draw Period, I will pay the balance I owe over a fifteen year period ("Repayment Period"). During any Draw Period, you do not have to make advances on the Account when my right to borrow has been suspended (see Section 14) or terminated (see Section 15).

You will stop making advances on the Account, or limit the amount you will lend, at the written request of any of us who sign this Agreement. After such request is received, any request for a refinancing of prior credit privileges must be in writing and signed by all of us.

I will not use my Account to purchase the property securing the Account.

5. Security. To secure payment of all sums I owe you under this Agreement, and any extension, renewal or modification of the Agreement, and to secure all charges under the mortgage of the Property securing the Account, I am giving you a mortgage ("Mortgage") on my real property located at: 10963 CURWENSVILLE TYRONE HWY., CURWENSVILLE, PENNSYLVANIA 16833 (the "Property").

The Mortgage contains additional information. I agree to comply with all the terms of the Mortgage and to reimburse you for any amount you pay to protect the Mortgage. The Mortgage will not secure any advances or other charges in excess of my credit limit. Collateral securing other loans which you may also secure the Account. The Mortgage and the Agreement will remain in effect even though my Account balance may be reduced to zero from time to time.

6. Annual Percentage Rate and Finance Charge. My annual percentage rate is the highest Prime Rate most recently published under the heading "Money Rates" in *The Wall Street Journal*, plus a margin. My annual percentage rate may change once each month on the first day of each billing period. If the Prime Rate is no longer published, you will choose a comparable independent index upon which to base my rate. My maximum ANNUAL PERCENTAGE RATE, permitted by law, is checked below:

☒ ME, NJ, NY, CT, RI, PA, NH: 21%

☐ FL, MA: 18%

☐ NY: The greater of: (a) 15.9% or (b) five percentage points (5%) over the annual percentage rate in effect when my Account was opened, but in no case will it exceed 25%

My annual percentage rate includes interest and on other costs. Finance charges accrue on each advance from the date of the advance until payment is paid to my Account. You figure the finance charge on my Account as follows:

By signing below, I state I received a completed copy of the Agreement. I agree to the provisions on all pages of this Agreement. If I occupy the property as my principal dwelling, I certify I have received two (2) copies of a Notice of Right to Cancel this transaction.

Executed under seal effective AUGUST 9, 2004

Borrower: Robert A. Moore  
ROBERT A. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY., CURWENSVILLE, PENNSYLVANIA 16833-6506

Borrower: Dawn D. Moore  
DAWN D. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY., CURWENSVILLE, PENNSYLVANIA 16833-6506

Received and accepted

by Fleet Bank By:

98317 Rev. 04/2004

Title:

Page 1 of 4

BURKOWER COPY

a. You take the beginning balance of my Account each day, add any new loans, and subtract payments, credits, adjustments, and unpaid finance charges. During the Draw Period (but not the Repayment Period) any charge listed in Section 6 (except a late charge) that is assessed and not paid by the payment due date shown on the monthly statement on which it is assessed, will be treated as an advance and included in the daily balance calculation beginning on the first day of the billing period that starts after that payment due date. This gives you the daily balance for my Account.

b. Next, you add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives you the average daily balance for my Account. (If my daily balance is a credit balance, you consider that day's balance to equal zero.)

c. Then, you multiply the average daily balance times the daily periodic rate times the number of days in the billing period. This gives you the finance charge on my Account.

The daily periodic rate is calculated by dividing the annual percentage rate by 365.

My initial ANNUAL PERCENTAGE RATE is 3.990% (daily periodic rate of .01093%). It is based upon a Prime Rate of 4.250% and a margin of -.260 percentage points (-.260%) which I have selected.

Except as limited by the maximum annual percentage rate, an increase in the Prime Rate as described above will result in a corresponding increase in my annual percentage rate, daily periodic rate, finance charge owed, and minimum monthly payments.

If any law is finally interpreted as limiting the finance charge or other charges collected or to be collected in connection with my Account, then: (i) any such charge will be reduced by the amount necessary to reduce it to the permitted limit, and (ii) any sums collected from me which exceed the permitted limit will be applied to the amount of principal I then owe.

7. Closing Costs. In addition to the finance charge which will be added to my Account each billing cycle, I will pay the following fees, including real estate closing and security filing fees:

Points and Commitments.....	\$ 0.00
Document Preparation Fee.....	\$ 0.00
Mortgage Filing Fee.....	\$ 0.00
Title Examination & Certificate.....	\$ 0.00
Lender's Title Insurance.....	\$ 0.00
Property Evaluation Fee.....	\$ 0.00
Mortgage Tax.....	\$ 0.00
Documentary Stamp Tax.....	\$ 0.00
Intangible Tax.....	\$ 0.00
Attorney Fee (w/ NJ) / Closing Agent.....	\$ 0.00
Flood Determination.....	\$ 0.00
Notary Fee.....	\$ 0.00
Other.....	\$ 0.00
Other Courier Fee.....	\$ 0.00
Other Broker Fees.....	\$ 0.00
Other Credit Report.....	\$ 0.00
Other Survey Fee.....	\$ 0.00
Total Amount Due.....	\$ 0.00

CONTINUED ON THE NEXT PAGE



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

**8. Other Charges.** Any charge listed below will be included in my minimum payment due for that billing period during which the charge was posted to my Account. During a Draw Period (but not Repayment Period), if I do not pay any such charge (except the late charge) by the payment due date, such charge will be treated as a loan and included in my daily balance beginning on the first day of the billing period starting after the payment due date.

(a) **Annual Membership Fee.** Each year during a Draw Period, I will pay an annual membership fee of \$50. If I am a Massachusetts customer and I cancel my Account during any year, I will receive a refund equal to two thirds of my annual fee paid for that year.

If you waive the fee in any year, you may still charge a fee in subsequent years.

(b) **Late Charge.** I will pay a late charge as checked below:

- ☒ **CT, FL, NJ, PA, ME, and RI:** If any payment is more than 10 days late, I will pay a late charge of \$15.
- ☐ **MA:** If any payment is more than 15 days late, I will pay a late charge of \$10 or 3% of the payment whichever is less.
- ☐ **NH:** If any payment is more than 10 days late, I will pay a late charge equal to \$10 or 5% of the payment, whichever is larger.
- ☐ **NY:** If any payment is more than 15 days late, I will pay a late charge equal to 2% of the payment.

(c) **Early Cancellation Fee.** For ME, NJ, PA, and RI borrowers: If I ask you to close my Account within 12 months after it is opened I will pay you \$250. For CT, MA, FL, and NH borrowers: If I ask you to close my Account within 24 months after it is opened I will pay you \$250.

(d) **Early Termination Third Party Cost Reimbursement.** For NY borrowers: When I opened my Account, I paid no closing costs to Fleet Bank or to a third party. If I ask you to close my account within 30 months after it is opened I will be required to reimburse you \$ representing a portion of the New York mortgage tax that you paid on my behalf.

(e) **Release of Mortgage.** When I pay off my Account, I will pay the actual cost of recording a Release of Mortgage, as required by the city, town, or county in which the Property is located, at the time that the final payment on my account is collected.

**9. Additional Charges.** Any charge listed below will be treated as if it were a loan. It will be included immediately in my daily balance and accrue interest from the date of posting.

(a) **Periodic Property Evaluation Fee.** At any time when I am eligible for an extension or renewal of my Draw Period, or when you have reduced my credit limit or suspended my right to borrow under Section 14 or terminated my Account under Section 15, you may obtain an updated evaluation of the Property to determine whether to grant the extension or renewal, to reinstate borrowing privileges, or to permit repayment in installments. I agree to pay the actual cost of such evaluation, up to a maximum amount of \$500.

(b) **Over Limit Fee.** If you do not pay a check because it would cause me to exceed my credit limit, I will be charged \$20.

(c) **Returned Check Fee.** If a check or other instrument with which I make a payment on the Account is returned to you unpaid for any reason, I will be charged a returned check charge of \$20 (\$10 if I am a resident of MA). You will waive this fee if my check is drawn on a Fleet Bank deposit account.

(d) **Miscellaneous Fees.** You may charge me additional fees for extra services such as providing research and copies of documents, other than in response to a billing error inquiry.

### 10. Payment.

(a) **Draw Period.** During a Draw Period my minimum monthly payment will be the sum of: (1) the finance charge accrued during the billing period; (2) other charges posted to the Account during the billing period; (3) any overdue payment; and (4) the amount of any advance in excess of my credit limit. Except for any advance in excess of my credit limit, the minimum monthly payment will not reduce the amount of principal outstanding. I will continue to make the payments described in this section until I begin to make the payments required during my Repayment Period.

(b) **Repayment Period.** My fifteen year Repayment Period begins at the end of my last Draw Period. I will make monthly payments during the Repayment Period equal to 1/180th of the outstanding balance of my Account at the end of the Draw Period, plus monthly finance charges, other charges and amounts past due. During the Repayment Period I may not obtain additional advances from my Account.

(c) **Means of Payment.** I will make my minimum monthly payment by the due date shown on my billing statement. I may prepay all or part of the money by paying more than the minimum monthly payment from time to time without penalty. A partial prepayment does not relieve me of my obligation to pay the amounts shown on future statements.

(d) **Applying Payments.** Payments will be applied first to billed finance charges, then to any other charges that have not been treated as advances, then to advances accruing finance charge at preferred rates, then to all other advances, and finally to unbilled but accrued finance charges.

(e) **Set-off.** In the event of default, you may to the extent permitted by law, set-off all or any portion of the amount due under the Agreement against any deposit accounts that I maintain with you by giving me any notice required by applicable law. This provision does not apply if you have issued me any card, which I can use to access my Account.

**11. Periodic Statement.** I will receive a billing statement which will give me information about my Account. If the Account balance shown on my statement is a credit balance and I send you a written request, or if you are required to do so by law, you will refund that amount to me promptly.

**12. Property Insurance.** I agree to carry you as mortgagee on an insurance policy on the Property. The policy must be satisfactory to you. If you so require, I will maintain flood insurance on the Property. So long as this Agreement is in effect, I will maintain these policies. I may obtain these policies from anyone I choose who is acceptable to you.

**13. Re-evaluation.** At your cost, you may re-evaluate my creditworthiness and the value of the Property from time to time. Subject to applicable law, you can obtain credit information from me and exchange it, and information about the Account, with affiliates, subsidiaries and others you deem appropriate. You may also ask me to give you a new credit application and any other information that you feel you need, and I will promptly give it to you.

**14. Suspension and Reduction of Credit Limit.** You can suspend my right to obtain advances or reduce my credit limit during any period in which any of the following is in effect:

(a) the value of the Property declines significantly below its appraised value for purposes of this Agreement;

(b) due to a material change in my financial circumstances, you reasonably believe I will not be able to meet the above payment requirements;

(c) I am in default of a material obligation under this Agreement. For example, I would be in default if I: (1) fail to make payment when due on any other loan secured by the Property from you or another creditor; (2) fail to comply with the terms of the Mortgage; or (3) fail to provide a current financial statement or any financial information you reasonably request at any time;

(d) government action prevents you from imposing the annual percentage rate provided for, or impairs your security interest such that the value of the Property is less than 125 percent of the credit limit;

(e) a regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice;

(f) The maximum annual percentage rate is reached; or

(g) One of the events listed in Section 15 below occurs which would permit you to terminate my Account.

**15. Termination.** You may terminate my Account at any time if:

(a) I commit fraud or make a material misrepresentation in connection with the Account;

(b) except if the Account is secured by a junior mortgage on Connecticut property, I fail to meet the payment terms of the Agreement for any outstanding balance. If the Account is secured by a junior mortgage on Connecticut property, I will be in default if I fail to make a payment within sixty days after the due date; however, my failure to pay when due will allow you to suspend my right to borrow;

(c) my action or inaction adversely affects the Property or any right of yours in the Property, such as: my transferring title to the Property, selling the Property or failing to maintain required insurance on the Property, failing to pay taxes on the Property, some other action by me results in the filing of a lien that is or becomes senior to yours, the Property is taken by eminent domain or foreclosure by a prior lienholder;

(d) any of the following events adversely affects your rights in the Property: (1) a judgment is filed against me; (2) I commit waste or fail to maintain the Property; (3) my illegal use of the Property subjects it to seizure; (4) I vacate the Property; (5) except Accounts secured by Connecticut property, etc. of us dies (if the Account is secured by Connecticut property, the death of all of us who signed the Mortgage); or (6) a petition is filed by or against me under any bankruptcy or insolvency law. If I am one of your executive officers, you may terminate my Account if any federal law dealing with credit extended to an executive officer requires that, as a condition of the plan, the credit shall be due and payable on demand.

CONTINUED ON THE NEXT PAGE



## Fleet Line Agreement

(For use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

16. Events After Termination. Subject to applicable law and without notifying me, if you terminate the Account, you may do one or more of the following: (a) immediately close my Account; (b) return without paying any outstanding checks drawn on my Account; (c) require me immediately to pay the entire outstanding balance of my Account; (d) require me to pay the outstanding balance of my Account as provided in Paragraph 10(b) ("Repayment Period"); (e) take any of my money in your possession to pay what I owe, to the extent permitted by law; or (f) subject to applicable foreclosure procedures, foreclose the Mortgage.

17. Collection Costs. If I fail to abide by any of this Agreement you may use any remedy permitted by law. To the extent permitted by law, I will pay you all reasonable collection costs, including reasonable attorney's fees. If the Property is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If I am successful in any partial defense, set-off or counterclaim against you, the court may withhold payment of all or a portion of your attorney fees. New Hampshire and New York residents only: If I prevail in any action brought by you or me involving the Account, I shall be awarded reasonable attorney's fees. Pennsylvania residents only: If this Note is secured by real estate, I will pay all of your reasonable attorney's fees which are actually incurred in connection with foreclosure or other legal administration and up to \$50 for your reasonable attorneys' fees which are actually incurred prior to commencement of foreclosure or other legal action.

18. Delay in Enforcement. You can delay enforcing any of your rights under this Agreement without losing those rights or any other rights. If you waive any right once, it does not mean that you must waive that or any other right later.

19. Copies. You can prove I owe you money by using copies of documents as if they were the originals.

20. Obligation of Borrowers. Even if there is more than one of us, I am individually responsible for all promises made in this Agreement. You may require me to pay all amounts due without asking another person to pay. I will pay all amounts due even if you and another person agree to revise this Agreement or release the Collateral.

21. Tax Deductibility. I should consult a tax advisor regarding the deductibility of interest and charges imposed on my Account.

22. Notices. You will send all notices to me at the address next to my signature. A notice sent to one of us will be considered notice to all of us. I will notify you

promptly if I change my mailing address. Except for notices related to billing errors (see "My Billing Rights"), I will send all notices and requests to you at:

FLEET BANK  
CONSUMER LOAN OPERATIONS  
COLLATERAL DEPARTMENT  
315 COURT STREET  
P.O. BOX 3692  
UTICA, NY 13502

or to such address you provide for notices.

23. Change in Terms. Except as otherwise provided in this Agreement, you will not change any terms of this Agreement without my written consent unless the change is insignificant or would benefit me for the remaining term of the Agreement. If you change any term of this Agreement, to the extent required by law you will give me prior written notice of the change. Unless otherwise required by law, any change in terms will apply to all amounts on the Account then outstanding and thereafter incurred.

24. Assignment. I may not assign this Agreement or my rights and obligations under it. At any time you may assign this Agreement and the Mortgage to another person.

25. Applicable Law. If I reside in ME, NJ, PA, or RI, this Agreement is governed by federal law and the law of the state where the Bank is principally located. Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs. If I reside in CT, MA, FL, NH or NY, this Agreement is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs.

To the extent that federal law preempts state law, this Agreement is governed by federal law. If any provision of this Agreement conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Agreement shall not be affected.

26. Documentation. I agree to execute or re-execute any document, including a revised version of this Agreement, that you request in order to correct any error or omission in the original Agreement, security instrument, or other loan documents.

### MY BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

#### I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my statement is wrong, or if I need more information about a transaction on my statement, I should write you on a separate sheet of the "Send Inquiries To" address listed on my statement. I will write to you as soon as possible. I understand that you must hear from me no later than 60 days after you send me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my right.

In my letter, I must give you the following information:

1. My full name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error.

If I have authorized you to pay my Fleet Line bill automatically from my checking or savings account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

### MY RIGHTS AND YOUR RESPONSIBILITIES

#### AFTER YOU RECEIVE MY WRITTEN NOTICE

You must acknowledge my letter within 30 days, when you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the part of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay my finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And you must tell me the name of anyone you report me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.

-CONTINUED ON THE NEXT PAGE-

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **102751**

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

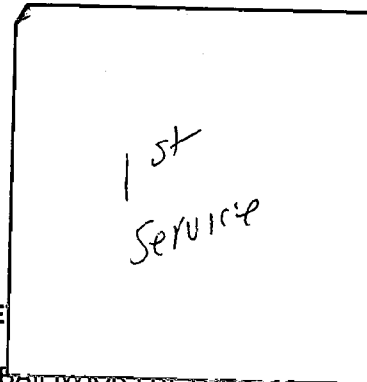
Case # **07-694-CD**

VS.

**ROBERT A. MOORE and DAWN D. MOORE**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RE**



NOW September 17, 2007 AFTER DILIGENT SEARCH IN MY BALTIMORE RETURNED WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ROBERT A. MOORE, DEFENDANT. 10963 CURW./TYRONE HWY., CURWENSVILLE "EMPTY".

SERVED BY: /

**FILED**

SEP 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **102751**

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

Case # **07-694-CD**

vs.

**ROBERT A. MOORE and DAWN D. MOORE**

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW September 17, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DAWN D. MOORE, DEFENDANT. 10963 CURW./TYRONE HWY., CURWENSVILLE "EMPTY".

SERVED BY: /



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102751  
NO: 07-694-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A. S/B/M  
vs.  
DEFENDANT: ROBERT A. MOORE and DAWN D. MOORE

SHERIFF RETURN


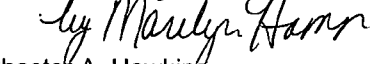
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	38324	20.00
SHERIFF HAWKINS	JAVARDIAN	38324	24.82

Sworn to Before Me This

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

So Answers,

Chester A. Hawkins  
Sheriff

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

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

MAY 01 2007

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO.

07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO.

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Robert A. Moore and Dawn D. Moore (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee. The Mortgage, dated August 9, 2004, was recorded on September 1, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200414398. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on August 9, 2004 in the original principal amount of \$32,395.00 payable to Plaintiff in monthly installments with an interest rate of 3.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833. A copy of the Legal Description is attached as Exhibit 'C' and incorporated herein.
6. The Defendants are the Record Owners of the mortgaged property located at  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$32,375.00
Interest to 4/16/2007	\$1,572.92
Accumulated Late Charges	\$60.00
BPO	\$95.00
Annual Fee	\$100.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$35,752.92

plus interest from 4/17/2007 at \$7.09 per day, costs of suit and attorney's fees.

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

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on March 27, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$35,752.92 together with the interest from 4/18/2007 at \$7.09 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

EXHIBIT 'A'

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**  
**Maurene Inlow - Chief Deputy**  
P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

72720042191186 ②

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

Instrument Number - 200414398  
Recorded On 9/1/2004 At 12:40:17 PM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 8  
Invoice Number - 116992  
\* Mortgagor - MOORE, ROBERT A  
\* Mortgagee - FLEET NATIONAL BANK  
\* Customer - INTEGRATED LOAN SERVICES

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

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



*Karen L. Starck*  
**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

00000000.7390.00079.3.04/275



00000000.7390.00080.3.04/275

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

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

### Fleet Bank

#### Open-End Mortgage

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

Maximum Principal Sum: U.S. \$  
\$32,395.00

Maturity Date:  
AUGUST 9, 2024

Borrower(s)/Mortgagor(s):  
ROBERT A MOORE and DAWN D MOORE

At the option of the Lender the Maturity Date may  
be extended to: AUGUST 9, 2034

Property Address:  
10963 CURWENSVILLE TYRONE  
HWY  
CURWENSVILLE, PENNSYLVANIA  
16833

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

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

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

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

34.50



MOORE, ROBERT A

Record and Return To:  
Integrated Loan Services  
27 Truslow Road  
Rocky Hill, CT 06867

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

#### PROPERTY UNDER MORTGAGE

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

#### OWNERSHIP OF PROPERTY

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

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

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 9TH day of AUGUST (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

(Signature of Witness One)  
Printed Name:

Robert A. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: ROBERT A MOORE

(Signature of Witness Two)  
Printed Name:

(Signature of Witness One)  
Printed Name:

Dawn D. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: DAWN D MOORE

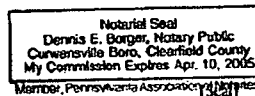
(Signature of Witness Two)  
Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

Date: 08-09-04

On this 9TH day of AUGUST, 2004, the undersigned notary public, personally appeared  
ROBERT A MOORE and DAWN D MOORE  
proved to me through satisfactory evidence of identification, which were ROBERT A. MOORE  
-AND- DAWN D. MOORE, respectively, to be the individual(s) whose  
name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they)  
signed it voluntarily for its stated purpose.

Dennis E. Borger  
Notary Public  
Print Name: DENNIS E. BORGER  
My Commission Expires: APRIL 10, 2005



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EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s):

ROBERT A MOORE and DAWN D MOORE

Date of Mortgage:

AUGUST 9, 2004

Mortgage:

FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

Property Address:

10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PENNSYLVANIA 16833

The Property is located in CURWENSVILLE (city/town).

CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

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

Deed recorded in Vol # 19800002  
PARCEL ID 126-HIT-M

Pile Top

Remit all Legal Documents to: -----

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

Pennsylvania Certification of Residence

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

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

Name

Title

Printed Name and Address of Person Who Prepared This Mortgage:  
Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Batterson Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06032

EXHIBIT 'B'





## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

1. What the Words Mean. (a) "You," "your" and "yours" mean Fleet Bank, its successors and assigns; (b) "I," "me," "my," "us" and "Borrower" mean each individual who signs this Agreement, and each such individual's heirs, executors and administrators; (c) "Account" means the Account subject to this Agreement; and (d) "Agreement" means this Fleet Line Agreement.

2. Credit Limit. My credit limit is \$ 33,395.00

The amount of my unpaid borrowings, interest and other charges on my Account will not exceed my credit limit. At your sole discretion, you may allow me to exceed my credit limit. If you do, I will pay you the excess amount immediately upon your request.

3. Promise to Pay. I promise to pay you all amounts I borrow, plus finance charges and other fees and charges under the terms of this Agreement.

4. Use of Credit. During the "Draw Period" I may obtain loan advances on my Account in the following manner: (1) by using special checks; (2) by withdrawal or transfer from the Account initiated through the use of a card that you have issued to me; or (3) by any other means that you make available. If I request card access to my Account, this access may be denied at any time if my debit card is cancelled for any reason or all of my Fleet deposit accounts linked to my account are closed. Card access may also be denied if my home equity Account is suspended or terminated as outlined in Sections 14, 15, and 16 of this Agreement. My Draw Period starts on the day after my right to rescind this Agreement expires and continues until the last day of the billing period ending during the 59th month after the month in which I sign this Agreement. Unless the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for up to two additional five year periods. If the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for one additional period of a length you establish, but for not more than five years. You will notify me before the end of any Draw Period whether or not you will renew my Draw Period. After my final Draw Period, I will pay the balance I owe over a fifteen year period ("Repayment Period"). During any Draw Period, you do not have to make advances on the Account when my right to borrow has been suspended (see Section 14) or terminated (see Section 15).

You will stop making advances on the Account, or limit the amount you will lend, as the written request of any of us who signs this Agreement. After such request is received, any request for a reinstatement of prior credit privileges must be in writing and signed by all of us.

I will not use my Account to purchase the property securing the Account

5. Security. To secure payment of all sums I owe you under this Agreement, and any extension, renewal or modification of the Agreement, and to secure all charges under the mortgage of the Property securing the Account, I am giving you a mortgage ("Mortgage") on my real property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833 (the "Property").

The Mortgage contains additional information. I agree to comply with all the terms of the Mortgage and to reimburse you for any amounts you pay to protect the Mortgage. The Mortgage will not secure any advances or other charges in excess of my credit limit. Collateral securing other loans with you may also secure the Account. The Mortgage and the Agreement will remain in effect even though my Account balance may be reduced to zero from time to time.

6. Annual Percentage Rate and Finance Charge. My annual percentage rate is the highest Prime Rate most recently published under the heading "Money Rates" in The Wall Street Journal, plus a margin. My annual percentage rate may change once each month on the first day of each billing period. If the Prime Rate is no longer published, you will choose a comparable independent index upon which to base my rate. My maximum ANNUAL PERCENTAGE RATE, permitted by law, is checked below:

☒ ME, NJ, NY, CT, RI, PA, NH: 21%

☐ FL, MA: 18%

☐ NY: The greater of: (a) 15.9% or (b) five percentage points (5%) over the annual percentage rate in effect when my Account was opened, but in no case will it exceed 25%

My annual percentage rate includes interest and no other costs.

Finance charges accrue on each advance from the date of the advance until payment is passed to my Account. You figure the finance charge on my Account as follows:

By signing below, I state I received a completed copy of the Agreement. I agree to the provisions on all pages of this Agreement. If I occupy the property as my principal dwelling, I certify I have received two (2) copies of a Notice of Right to Cancel this transaction.

Executed under seal effective AUGUST 9, 2004

Borrower: Robert A. Moore

ROBERT A. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833-6506

Borrower: Dawn D. Moore

DAWN D. MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833-6506

Received and accepted

by Fleet Bank By:

Title:

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Page 1 of 4

BORROWER COPY

a. You take the beginning balance of my Account each day, add any new loans, and subtract payments, credits, adjustments, and unpaid finance charges. During the Draw Period (but not the Repayment Period) any charge listed in Section 6 (except a late charge) that is assessed and not paid by the payment due date shown on the monthly statement on which it is itemized, will be treated as an advance and included in the daily balance calculation beginning on the first day of the billing period that starts after that payment due date. This gives you the daily balance for my Account.

b. Next, you add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives you the average daily balance for my Account. (If any daily balance is a credit balance, you consider that day's balance to equal zero.)

c. Then, you multiply the average daily balance times the daily periodic rate times the number of days in the billing period. This gives you the finance charge on my Account.

The daily periodic rate is calculated by dividing the annual percentage rate by 365.

My initial ANNUAL PERCENTAGE RATE is 3.990% (daily periodic rate of .01093%). It is based upon a Prime Rate of 4.250% and a margin of -.260 percentage points (-.260%) which I have selected.

Except as limited by the maximum annual percentage rate, an increase in the Prime Rate as described above will result in a corresponding increase in my annual percentage rate, daily periodic rate, finance charge owed, and minimum monthly payments.

If any law is finally interpreted as limiting the finance charge or other charges collected or to be collected in connection with my Account, then: (i) any such charge will be reduced by the amount necessary to reduce it to the permitted limit, and (ii) any sums collected from me which exceed the permitted limit will be applied to the amount of principal I then owe.

7. Closing Costs. In addition to the finance charge which will be added to my Account each billing cycle, I will pay the following fees, including real estate closing and security filing fees:

Points and Commitment	\$ 0.00
Document Preparation Fee	\$ 0.00
Mortgage Filing Fee	\$ 0.00
Title Examination & Certificate	\$ 0.00
Lender's Title Insurance	\$ 0.00
Property Evaluation Fee	\$ 0.00
Mortgage Tax	\$ 0.00
Documentary Stamp Tax	\$ 0.00
Intangible Tax	\$ 0.00
Attorney Fee (if NJ) / Closing Agent	\$ 0.00
Flood Determination	\$ 0.00
Notary Fee	\$ 0.00
Other	\$ 0.00
Other Courier Fee	\$ 0.00
Other Broker Fees	\$ 0.00
Other Credit Report	\$ 0.00
Other Survey Fee	\$ 0.00
Total Amount Due	\$ 0.00

-CONTINUED ON THE NEXT PAGE-



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

8. Other Charges. Any charge listed below will be included in my minimum payment due for that billing period during which the charge was posted to my Account. During a Draw Period (but not Repayment Period), if I do not pay any such charge (except the late charge) by the payment due date, such charge will be treated as a loan and included in my daily balance beginning on the first day of the billing period starting after the payment due date.

(a) Annual Membership Fee. Each year during a Draw Period, I will pay an annual membership fee of \$30. If I am a Massachusetts customer and I cancel my Account during any year, I will receive a refund equal to two thirds of my annual fee paid for that year.

If you waive the fee in any year, you may still charge a fee in subsequent years.

(b) Late Charge. I will pay a late charge as checked below:

☒ CT, FL, NJ, PA, ME, and RI: If any payment is more than 10 days late, I will pay a late charge of \$15.

☐ MA: If any payment is more than 15 days late, I will pay a late charge of \$10 or 3% of the payment whichever is less.

☐ NH: If any payment is more than 10 days late, I will pay a late charge equal to \$10 or 5% of the payment, whichever is larger.

☐ NY: If any payment is more than 15 days late, I will pay a late charge equal to 1% of the payment.

(c) Early Cancellation Fee. For ME, NJ, PA, and RI borrowers: If I ask you to close my Account within 12 months after it is opened I will pay you \$250. For CT, MA, FL, and NH borrowers: If I ask you to close my Account within 24 months after it is opened I will pay you \$250.

(d) Early Termination Third Party Cost Reimbursement. For NY borrowers: When I opened my Account, I paid no closing costs to Fleet Bank or to a third party. If I ask you to close my account within 36 months after it is opened I will be required to reimburse you \$ representing a portion of the New York mortgage tax that you paid on my behalf.

(e) Release of Mortgage. When I pay off my Account, I will pay the actual cost of recording a Release of Mortgage, as required by the city, town, or county in which the Property is located, at the time that the final payment on my account is collected.

9. Additional Charges. Any charge listed below will be treated as if it were a loan. It will be included immediately in my daily balance and accrue interest from the date of posting.

(a) Periodic Property Evaluation Fee. At any time when I am eligible for an extension or renewal of my Draw Period, or when you have reduced my credit limit or suspended my right to borrow under Section 14 or terminated my Account under Section 15, you may obtain an updated evaluation of the Property to determine whether to grant the extension or renewal, to reinstate borrowing privileges, or to permit repayment in installments. I agree to pay the actual cost of such evaluation, up to a maximum amount of \$300.

(b) Over Limit Fee. If you do not pay a check because it would cause me to exceed my credit limit, I will be charged \$20.

(c) Returned Check Fee. If a check or other instrument with which I make a payment on the Account is returned to you unpaid for any reason, I will be charged a returned check charge of \$70 (\$10 if I am a resident of MA). You will waive this fee if my check is drawn on a Fleet Bank deposit account.

(d) Miscellaneous Fees. You may charge me additional fees for extra services such as providing research and copies of documents, other than in response to a billing error inquiry.

### 10. Payment.

(a) Draw Period. During a Draw Period my minimum monthly payment will be the sum of: (1) the finance charge accrued during the billing period; (2) other charges posted to the Account during the billing period; (3) any overdue payment; and (4) the amount of any advance in excess of my credit limit. Except for any advance in excess of my credit limit, the minimum monthly payment will not reduce the amount of principal outstanding. I will continue to make the payments described in this section until I begin to make the payments required during my Repayment Period.

(b) Repayment Period. My fifteen year Repayment Period begins at the end of my last Draw Period. I will make monthly payments during the Repayment Period equal to 1/180th of the outstanding balance of my Account at the end of the Draw Period, plus monthly finance charges, other charges and amounts past due. During the Repayment Period I may not obtain additional advances from my Account.

(c) Means of Payment. I will make my minimum monthly payment by the due date shown on my billing statement. I may prepay all or part of the money by paying more than the minimum monthly payment from time to time without penalty. A partial prepayment does not relieve me of my obligation to pay the amounts shown on future statements.

(d) Applying Payments. Payments will be applied first to billed finance charges, then to any other charges that have not been treated as advances, then to advances accruing finance charge at preferred rates, then to all other advances, and finally to unbilled but accrued finance charges.

(e) Set-off. In the event of default, you may to the extent permitted by law, set-off all or any portion of the amount due under the Agreement against any deposit accounts that I maintain with you by giving me any notice required by applicable law. This provision does not apply if you have issued me any card, which I can use to access my Account.

11. Periodic Statement. I will receive a billing statement which will give me information about my Account. If the Account balance shown on my statement is a credit balance and I send you a written request, or if you are required to do so by law, you will refund that amount to me promptly.

12. Property Insurance. I agree to name you as mortgagee on an insurance policy on the Property. The policy must be satisfactory to you. If you so require, I will maintain flood insurance on the Property. So long as this Agreement is in effect, I will maintain these policies. I may obtain these policies from anyone I choose who is acceptable to you.

13. Re-evaluation. At your cost, you may re-evaluate my creditworthiness and the value of the Property from time to time. Subject to applicable law, you can obtain credit information about me and exchange it, and information about the Account, with affiliates, subsidiaries and others you deem appropriate. You may also ask me to give you a new credit application and any other information that you feel you need, and I will promptly give it to you.

14. Suspension and Reduction of Credit Limit. You can suspend my right to obtain advances or reduce my credit limit during any period in which any of the following is in effect:

(a) the value of the Property declines significantly below its appraised value for purposes of this Agreement;

(b) due to a material change in my financial circumstances, you reasonably believe I will not be able to meet the above payment requirements;

(c) I am in default of a material obligation under this Agreement. For example, I would be in default if I: (1) fail to make payment when due on any other loan secured by the Property from you or another creditor; (2) fail to comply with the terms of the Mortgage; or (3) fail to provide a current financial statement or any financial information you reasonably request at any time;

(d) government action prevents you from imposing the annual percentage rate provided for, or impairs your security interest such that the value of the Property is less than 120 percent of the credit limit;

(e) a regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice;

(f) The maximum annual percentage rate is reached; or

(g) One of the events listed in Section 15 below occurs which would permit you to terminate my Account.

15. Termination. You may terminate my Account at any time if:

(a) I commit fraud or make a material misrepresentation in connection with the Account;

(b) except if the Account is secured by a junior mortgage on Connecticut property, I fail to meet the payment terms of the Agreement for any outstanding balance. If the Account is secured by a junior mortgage on Connecticut property, I will be in default if I fail to make a payment within sixty days after the due date; however, my failure to pay when due will allow you to suspend my right to borrow;

(c) my action or inaction adversely affects the Property or any right of yours in the Property, such as: my transferring title to the Property, selling the Property or failing to maintain required insurance on the Property, failing to pay taxes on the Property, some other action by me results in the filing of a lien that is or becomes senior to yours, the Property is taken by eminent domain or foreclosure by a prior lienholder;

(d) any of the following events adversely affects your rights in the Property: (1) a judgment is filed against me; (2) I commit waste or fail to maintain the Property; (3) my illegal use of the Property subjects it to seizure; (4) I vacate the Property; (5) except Accounts secured by Connecticut property, one of us dies (if the Account is secured by Connecticut property, the death of all of us who signed the Mortgage); or (6) a petition is filed by or against me under any bankruptcy or insolvency law. If I am one of your executive officers, you may terminate my Account if any federal law dealing with credit extended to an executive officer requires that, as a condition of the plan, the credit shall be due and payable on demand.

CONTINUED ON THE NEXT PAGE.



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

16. Events After Termination. Subject to applicable law and without notifying me, if you terminate the Account, you may do one or more of the following: (a) immediately close my Account; (b) return without paying any outstanding checks drawn on my Account; (c) require me immediately to pay the entire outstanding balance of my Account; (d) require me to pay the outstanding balance of my Account as provided in Paragraph 10(b) ("Repayment Period"); (e) take any of my money in your possession to pay what I owe, to the extent permitted by law; or (f) subject to applicable foreclosure procedures, foreclose the Mortgage.

17. Collection Costs. If I fail to abide by any of this Agreement you may use any remedy permitted by law. To the extent permitted by law, I will pay you all reasonable collection costs, including reasonable attorney's fees. If the Property is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If I am successful in any partial defense, set-off or counterclaim against you, the court may withhold payment of all or a portion of your attorney fees. New Hampshire and New York residents only: If I prevail in any action brought by you or me involving the Account, I shall be awarded reasonable attorney's fees. Pennsylvania residents only: If this Note is secured by real estate, I will pay all of your reasonable attorney's fees which are actually incurred in connection with foreclosure or other legal administration and up to \$50 for your reasonable attorneys' fees which are actually incurred prior to commencement of foreclosure or other legal action.

18. Delay in Enforcement. You can delay enforcing any of your rights under this Agreement without losing those rights or any other rights. If you waive any right once, it does not mean that you must waive that or any other right later.

19. Copies. You can prove I owe you money by using copies of documents as if they were the originals.

20. Obligation of Borrowers. Even if there is more than one of us, I am individually responsible for all promises made in this Agreement. You may require me to pay all amounts due without asking another person to pay. I will pay all amounts due even if you and another person agree to revise this Agreement or release the Collateral.

21. Tax Deductibility. I should consult a tax advisor regarding the deductibility of interest and charges imposed on my Account.

22. Notices. You will send all notices to me at the address next to my signature. A notice sent to one of us will be considered notice to all of us. I will notify you

promptly if I change my mailing address. Except for notices related to billing errors (see "My Billing Rights"), I will send all notices and requests to you at:

FLEET BANK  
CONSUMER LOAN OPERATIONS  
COLLATERAL DEPARTMENT  
315 COURT STREET  
P.O. BOX 3692  
UTICA, NY 13502

or at such address you provide for notices.

23. Change in Terms. Except as otherwise provided in this Agreement, you will not change any terms of this Agreement without my written consent unless the change is insignificant or would benefit me for the remaining term of the Agreement. If you change any term of this Agreement, to the extent required by law you will give me prior written notice of the change. Unless otherwise required by law, any change in terms will apply to all amounts on the Account then outstanding and thereafter incurred.

24. Assignment. I may not assign this Agreement or my rights and obligations under it. At any time you may assign this Agreement and the Mortgage to another person.

25. Applicable Law. If I reside in ME, NJ, PA, or RI, this Agreement is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs. If I reside in CT, MA, FL, NH or NY, this Agreement is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs.

To the extent that federal law preempts state law, this Agreement is governed by federal law. If any provision of this Agreement conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Agreement shall not be affected.

26. Documentation. I agree to execute or re-execute any document, including a revised version of this Agreement, that you request in order to correct any error or omission in the original Agreement, security instrument, or other loan documents.

### MY BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

#### I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my statement is wrong, or if I need more information about a transaction on my statement, I should write you on a separate sheet at the "Send Inquiries To" address listed on my statement. I will write to you as soon as possible. I understand that you must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

1. My full name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error.

If I have authorized you to pay my Fleet Line bill automatically from my checking or savings account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

### MY RIGHTS AND YOUR RESPONSIBILITIES

#### AFTER YOU RECEIVE MY WRITTEN NOTICE

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I will refuse to pay, you must tell anyone you report me to that I have a question about my statement. And you must tell me the name of anyone you report me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.

-CONTINUED ON THE NEXT PAGE-



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

In this Notice, the words "you" and "your" mean each person who signs the Fleet Line Agreement ("Agreement") as a co-signer.

### 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 responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

### NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debts incurred from time to time on the account identified below, although you may not personally receive any property, services or money. You may be sued for payment, although the person opening the account is able to pay. You should know that the Limit of Liability listed below does not include court costs or attorneys' fees, or other costs or charges that may be stated in the agreement. You will also have to pay some or all of these costs and charges if the Agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This Notice is not the Agreement, or other writing, that obligates you to pay the debt. Read the Guaranty below for the exact terms of your obligations and of your rights to limit or end your obligations.

### IDENTIFICATION OF ACCOUNT YOU MAY HAVE TO PAY:

Name of Creditor: Fleet

Name of Debtor: \_\_\_\_\_

Type of Account: Mortgage Secured Line of Credit

Limit of Liability: \_\_\_\_\_

I have been given a completed copy of this Notice and of each writing that obligates me or the borrower on the Account.

Co-signer \_\_\_\_\_ Date \_\_\_\_\_

### GUARANTY

To induce the bank to make this loan, each undersigned guarantor unconditionally guarantees the payment when due of all money owed under the above Fleet Line Agreement and the mortgage securing it. Each guarantor is jointly and severally liable with the borrower. This means that the bank does not have to try to collect from anyone or anyone's property before collecting from a guarantor. The bank may take any action permitted by the agreement(s) being guaranteed without notifying the guarantor or releasing the guarantor from responsibility. The guarantor will pay any expenses the bank incurs in enforcing the guaranty, including reasonable attorney's fees and court costs. The bank does not have to notify any guarantor of the bank's acceptance of this guaranty.

Each guarantor accepts the terms of this guaranty and acknowledges receipt of a completed copy of the Fleet Line Agreement and this guaranty.

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

**Addendum to the Fleet Line Agreement**

This Addendum amends my Fleet Line Agreement (the "Agreement") governing my Equity Credit Line Account ("my Account"). I have received a copy of the Agreement and this Addendum.

The third paragraph of subsection c of Section 6 of the Agreement entitled "Annual Percentage Rate and Finance Charges" is amended by adding the following to the end of the paragraph:

My margin will remain the same as indicated above for the first three billing cycles of my Account. If, at the end of the third billing cycle during my draw period my Account principal balance is equal to or greater than \$25,000, the margin used to calculate the interest rate on my Account will remain the same as indicated above for the life of my Account. If at the end of the third billing cycle during my draw period, my Account principal balance is less than \$25,000, the margin used to calculate the interest rate on my Account will increase by one quarter of one percent (1/4 of 1%) for the remainder of the term of my Account. This change will be reflected on my Account billing statement starting with the fourth billing cycle in the draw period and will be reflected on all subsequent billing statements.

Except as otherwise specifically provided in this Addendum, the Agreement will remain unchanged, and I will be bound by, and comply with, all of the terms and provisions of the Agreement.

By signing below, I state that I have received a completed copy of the Agreement together with this Addendum. I agree to the provisions on all pages of the Agreement and the Addendum and I have caused this Addendum to be duly executed and delivered as an instrument under seal as of the 9TH day of AUGUST, 2004.

Robert A. Moore  
Borrower ROBERT A MOORE

Dawn D. Moore  
Borrower DAWN D MOORE

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Bank Representative

BANK COPY

EXHIBIT 'C'

**BEGINNING** at an existing  $\frac{1}{2}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in deed book 1262 page 256; said rebar also being the southwest corner of the land herein conveyed and running:

**THENCE** North 42 degrees 52 minutes 40 seconds East for a distance of 1416.16 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by deed book 505 page 123, and along Clyde R. and Marie B. Peters, as was conveyed to them by deed book 1344 page 109, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{1}{2}$  inch rebar set back 40.88 feet from said centerline of S. R. 453;

**THENCE** South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by deed book 1775 page 481;

**THENCE** North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{1}{2}$  inch rebar and place of beginning, said line passing through an existing  $\frac{1}{2}$  inch rebar at 23.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

EXHIBIT 'D'



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

March 27, 2007

ROBERT A. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

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

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

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

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

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

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

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

Certified Article Number

7160 3901 9849 8857 0919

SENDERS RECORD

Certified Article Number

7160 3901 9849 8857 0902

SENDERS RECORD

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): ROBERT A. MOORE & DAWN D. MOORE  
PROPERTY ADDRESS: 10963 CURWENSVILLE TYRONE HWY,  
CURWENSVILLE, PA 16833  
LOAN ACCT. NO.: 68811004297699  
ORIGINAL LENDER: FLEET NATIONAL BANK  
CURRENT LENDER/SERVICER: BANK OF AMERICA, N.A. S/B/M FLEET NATIONAL  
BANK

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

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

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

**TEMPORARY STAY OF FORECLOSURE** -Under the Act, you are entitled to a temporary stay of foreclosure on you 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 Agency of its decision on your application.

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PA 16833 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: 10/23/2006 thru 03/23/2007 at \$ 262.61 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 1,575.66
Suspense:	(\$ 0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$1,575.66</b>

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

**HOW TO CURE THE DEFAULT-** You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,575.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

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

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

**CLEARFIELD County**

**CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**

Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**

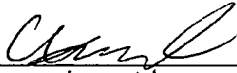
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

**VERIFICATION**

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

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

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

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

MAY 01 2007

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

VS.

NO. 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

#### NOTICE

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

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

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

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



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

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

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

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

ATTORNEY FOR PLAINTIFF

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
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CURWENSVILLE, PA 16833  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Robert A. Moore and Dawn D. Moore (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee. The Mortgage, dated August 9, 2004, was recorded on September 1, 2004 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200414398. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on August 9, 2004 in the original principal amount of \$32,395.00 payable to Plaintiff in monthly installments with an interest rate of 3.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833. A copy of the Legal Description is attached as Exhibit 'C' and incorporated herein.
6. The Defendants are the Record Owners of the mortgaged property located at  
10963 Curwensville Tyrone HWY, Curwensville, PA 16833.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$32,375.00
Interest to 4/16/2007	\$1,572.92
Accumulated Late Charges	\$60.00
BPO	\$95.00
Annual Fee	\$100.00
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$35,752.92

plus interest from 4/17/2007 at \$7.09 per day, costs of suit and attorney's fees.

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

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on March 27, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$35,752.92 together with the interest from 4/18/2007 at \$7.09 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

EXHIBIT 'A'

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder**  
**Maurene Inlow - Chief Deputy**  
P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

72720042191186

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

Instrument Number - 200414398  
Recorded On 9/1/2004 At 12:40:17 PM  
\* Instrument Type - MORTGAGE  
\* Total Pages - 8  
Invoice Number - 116992  
\* Mortgagor - MOORE, ROBERT A  
\* Mortgagee - FLEET NATIONAL BANK  
\* Customer - INTEGRATED LOAN SERVICES

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

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



*Karen L. Starck*  
**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

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

### Fleet Bank

#### Open-End Mortgage

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

Maximum Principal Sum: U.S. \$  
\$32,395.00

Maturity Date:  
AUGUST 9, 2024

Borrower(s)/Mortgagor(s):  
ROBERT A MOORE and DAWN D MOORE

At the option of the Lender the Maturity Date may be extended to: AUGUST 9, 2034

Property Address:  
10963 CURWENSVILLE TYRONE  
HWY  
CURWENSVILLE, PENNSYLVANIA  
16833

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

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

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

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

34.50



MOORE, ROBERT A

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

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

#### PROPERTY UNDER MORTGAGE

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

#### OWNERSHIP OF PROPERTY

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

Borrower and Lender covenant and agree as follows:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

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

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

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

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

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

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 9TH day of AUGUST (month), 2004. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

(Signature of Witness One)  
Printed Name:

Robert A. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: ROBERT A MOORE

(Signature of Witness Two)  
Printed Name:

Dawn D. Moore  
(Mortgagor/Borrower Signature)  
Printed Name: DAWN D MOORE

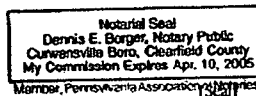
(Signature of Witness Two)  
Printed Name:

STATE/Commonwealth of PENNSYLVANIA, COUNTY CLEARFIELD, SS.

Date: 08-09-04

On this 9TH day of AUGUST, 2004, the undersigned notary public, personally appeared  
ROBERT A MOORE and DAWN D MOORE  
proved to me through satisfactory evidence of identification, which were ROBERT A. MOORE  
-and- DAWN D. MOORE, respectively, to be the individual(s) whose  
name(s) is/are signed on the preceding or attached document, and acknowledged to me that (he) (she) (they)  
signed it voluntarily for its stated purpose.

W E Berger  
Notary Public  
Print Name: DENNIS E. BERGER  
My Commission Expires: APRIL 10, 2005



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EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s):

ROBERT A MOORE and DAWN D MOORE

Date of Mortgage:

AUGUST 9, 2004

Mortgagee:

FLEET NATIONAL BANK, PRINCIPALLY  
LOCATED IN RHODE ISLAND

Property Address:

1096J CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PENNSYLVANIA 16833

The Property is located in CURWENSVILLE (city/town).

CLEARFIELD (county), PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed  
recorded among the land records of the County set forth above:  
Deed recorded in Vol # 19900002

PARCEL ID 1210-HIT-77

Pile Top

Remit all Legal Documents to: \_\_\_\_\_

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

Pennsylvania Certification of Residence

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

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

Name

Title

Printed Name and Address of Person Who Prepared This Mortgage:  
Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Battersea Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06032

## EXHIBIT 'B'



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

1. What the Words Mean. (a) "You," "your" and "yours" mean Fleet Bank, its successors and assigns; (b) "I," "me," "my," "us" and "borrower" mean each individual who signs this Agreement, and each such individual's heirs, executors and administrators; (c) "Account" means the Account subject to this Agreement; and (d) "Agreement" means this Fleet Line Agreement.

2. Credit Limit. My credit limit is \$ 32,394.00.

The amount of my unpaid borrowings, interest and other charges on my Account will not exceed my credit limit. At your sole discretion, you may allow me to exceed my credit limit. If you do, I will pay you the excess amount immediately upon your request.

3. Promise to Pay. I promise to pay you all amounts I borrow, plus finance charges and other fees and charges under the terms of this Agreement.

4. Use of Credit. During the "Draw Period" I may obtain loan advances on my Account in the following manner: (1) by using special checks; (2) by withdrawal or transfer from the Account initiated through the use of a card that you have issued to me; or (3) by any other means that you make available. If I request card access to my Account, this access may be denied at any time if my debit card is cancelled for any reason or all of my Fleet deposit accounts linked to my account are closed. Card access may also be denied if my home equity Account is suspended or terminated as outlined in Sections 14, 15, and 16 of this Agreement. My Draw Period starts on the day after my right to rescind this Agreement expires and continues until the last day of the billing period ending during the 50th month after the month in which I sign this Agreement. Unless the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for up to two additional five year periods. If the Property securing the Account is in Connecticut, at your option, the Draw Period may be renewed for one additional period of a length you establish, but for not more than five years. You will notify me before the end of any Draw Period whether or not you will renew my Draw Period. After my final Draw Period, I will pay the balance I owe over a fifteen year period ("Repayment Period"). During any Draw Period, you do not have to make advances on the Account when my right to borrow has been suspended (see Section 14) or terminated (see Section 15).

You will stop making advances on the Account, or limit the amount you will lend, as the written request of any of us who signs this Agreement. After such request is received, any request for a reinstatement of prior credit privileges must be in writing and signed by all of us.

I will not use my Account to purchase the property securing the Account.

5. Security. To secure payment of all sums I owe you under this Agreement, and any extension, renewal or modification of the Agreement, and to secure all charges under the mortgage of the Property securing the Account, I am giving you a mortgage ("Mortgage") on my real property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PENNSYLVANIA 16833 (the "Property").

The Mortgage contains additional information. I agree to comply with all the terms of the Mortgage and to reimburse you for any amounts you pay to protect the Mortgage. The Mortgage will not secure any advances or other charges in excess of my credit limit. Collateral securing other loans with you may also secure the Account. The Mortgage and the Agreement will remain in effect even though my Account balance may be reduced to zero from time to time.

6. Annual Percentage Rate and Finance Charge. My annual percentage rate is the highest Prime Rate most recently published under the heading "Money Rates" in The Wall Street Journal, plus a margin. My annual percentage rate may change once each month on the first day of each billing period. If the Prime Rate is no longer published, you will choose a comparable independent index upon which to base my rate. My maximum ANNUAL PERCENTAGE RATE, permitted by law, is checked below:

☒ ME, NJ, NY, CT, RI, PA, NH: 21%

☐ FL, MA: 18%

☐ NY: The greater of: (a) 15.9% or (b) five percentage points (5%) over the annual percentage rate in effect when my Account was opened, but in no case will it exceed 25%

My annual percentage rate includes interest and no other costs. Finance charges accrue on each advance from the date of the advance until payment is passed to my Account. You figure the finance charge on my Account as follows:

By signing below, I state I received a completed copy of the Agreement. I agree to the provisions on all pages of this Agreement. If I occupy the property as my principal dwelling, I certify I have received two (2) copies of a Notice of Right to Cancel this transaction.

Executed under seal effective AUGUST 9, 2004

Borrower: Robert A. Moore  
ROBERT A MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE,  
PENNSYLVANIA 16833-6506

Borrower: Dawn D. Moore  
DAWN D MOORE

Address: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE,  
PENNSYLVANIA 16833-6506

Received and accepted

Title: \_\_\_\_\_

by Fleet Bank By: \_\_\_\_\_  
98317 Rev. 04/2004

Page 1 of 4

BURROWER COPY

a. You take the beginning balance of my Account each day, add any new loans, and subtract payments, credits, adjustments, and unpaid finance charges. During the Draw Period (but not the Repayment Period) any charge listed in Section 8 (except a late charge) that is assessed and not paid by the payment due date shown on the monthly statement on which it is billed, will be treated as an advance and included in the daily balance calculation beginning on the first day of the billing period that starts after that payment due date. This gives you the daily balance for my Account.

b. Next, you add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives you the average daily balance for my Account. (If any daily balance is a credit balance, you consider that day's balance to equal zero.)

c. Then, you multiply the average daily balance times the daily periodic rate times the number of days in the billing period. This gives you the finance charge on my Account.

The daily periodic rate is calculated by dividing the annual percentage rate by 365.

My initial ANNUAL PERCENTAGE RATE is 3.990% (daily periodic rate of .01093%). It is based upon a Prime Rate of 4.250% and a margin of -.260 percentage points (-.260%) which I have selected.

Except as limited by the maximum annual percentage rate, an increase in the Prime Rate as described above will result in a corresponding increase in my annual percentage rate, daily periodic rate, finance charge owed, and minimum monthly payments.

If any law is finally interpreted as limiting the finance charge or other charges collected or to be collected in connection with my Account, then: (i) any such charge will be reduced by the amount necessary to reduce it to the permitted limit, and (ii) any sums collected from me which exceed the permitted limit will be applied to the amount of principal I then owe.

7. Closing Costs. In addition to the finance charge which will be added to my Account each billing cycle, I will pay the following fees, including real estate closing and security filing fees:

Points and Commitment.....	\$ 0.00
Document Preparation Fee.....	\$ 0.00
Mortgage Filing Fee.....	\$ 0.00
Title Examination & Certificate.....	\$ 0.00
Lender's Title Insurance.....	\$ 0.00
Property Evaluation Fee.....	\$ 0.00
Mortgage Tax.....	\$ 0.00
Documentary Stamp Tax.....	\$ 0.00
Intangible Tax.....	\$ 0.00
Attorney Fee (n/a NJ) / Closing Agent.....	\$ 0.00
Flood Determination.....	\$ 0.00
Notary Fee.....	\$ 0.00
Other.....	\$ 0.00
Other Courier Fee.....	\$ 0.00
Other Broker Fees.....	\$ 0.00
Other Credit Report.....	\$ 0.00
Other Survey Fee.....	\$ 0.00
Total Amount Due.....	\$ 0.00

—CONTINUED ON THE NEXT PAGE—



## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

8. Other Charges. Any charge listed below will be included in my minimum payment due for that billing period during which the charge was posted to my Account. During a Draw Period (but not Repayment Period), if I do not pay any such charge (except the late charge) by the payment due date, such charge will be treated as a loan and included in my daily balance beginning on the first day of the billing period starting after the payment due date.

(a) Annual Membership Fee. Each year during a Draw Period, I will pay an annual membership fee of \$50. If I am a Massachusetts customer and I cancel my Account during any year, I will receive a refund equal to two thirds of my annual fee paid for that year.

If you waive the fee in any year, you may still charge a fee in subsequent years.

(b) Late Charge. I will pay a late charge as checked below:

☒ CT, FL, NJ, PA, ME, and RI: If any payment is more than 10 days late, I will pay a late charge of \$15.

☐ MA: If any payment is more than 15 days late, I will pay a late charge of \$10 or 3% of the payment whichever is less.

☐ NH: If any payment is more than 10 days late, I will pay a late charge equal to \$10 or 5% of the payment, whichever is larger.

☐ NY: If any payment is more than 15 days late, I will pay a late charge equal to 2% of the payment.

(c) Early Cancellation Fee. For ME, NJ, PA, and RI borrowers: If I ask you to close my Account within 12 months after it is opened I will pay you \$250. For CT, MA, FL, and NH borrowers: If I ask you to close my Account within 24 months after it is opened I will pay you \$250.

(d) Early Termination Third Party Cost Reimbursement. For NY borrowers: When I opened my Account, I paid no closing costs to Fleet Bank or to a third party. If I ask you to close my account within 36 months after it is opened I will be required to reimburse you \$ representing a portion of the New York mortgage tax that you paid on my behalf.

(e) Release of Mortgage. When I pay off my Account, I will pay the actual cost of recording a Release of Mortgage, as required by the city, town, or county in which the Property is located, at the time that the final payment on my account is collected.

9. Additional Charges. Any charge listed below will be treated as if it were a loan. It will be included immediately in my daily balance and accrue interest from the date of posting.

(a) Periodic Property Evaluation Fee. At any time when I am eligible for an extension or renewal of my Draw Period, or when you have reduced my credit limit or suspended my right to borrow under Section 14 or terminated my Account under Section 15, you may obtain an updated evaluation of the Property to determine whether to grant the extension or renewal, to reinstate borrowing privileges, or to permit repayment in installments. I agree to pay the actual cost of such evaluation, up to a maximum amount of \$300.

(b) Over Limit Fee. If you do not pay a check because it would cause me to exceed my credit limit, I will be charged \$20.

(c) Returned Check Fee. If a check or other instrument with which I make a payment on the Account is returned to you unpaid for any reason, I will be charged a returned check charge of \$70 (\$10 if I am a resident of MA). You will waive this fee if my check is drawn on a Fleet Bank deposit account.

(d) Miscellaneous Fees. You may charge me additional fees for extra services such as providing research and copies of documents, other than in response to a billing error inquiry.

### 10. Payment.

(a) Draw Period. During a Draw Period my minimum monthly payments will be the sum of: (1) the finance charge accrued during the billing period; (2) other charges posted to the Account during the billing period; (3) any overdue payment; and (4) the amount of any advance in excess of my credit limit. Except for any advance in excess of my credit limit, the minimum monthly payment will not reduce the amount of principal outstanding. I will continue to make the payments described in this section until I begin to make the payments required during my Repayment Period.

(b) Repayment Period. My fifteen year Repayment Period begins at the end of my last Draw Period. I will make monthly payments during the Repayment Period equal to 1/180th of the outstanding balance of my Account at the end of the Draw Period, plus monthly finance charges, other charges and amounts past due. During the Repayment Period I may not obtain additional advances from my Account.

(c) Means of Payment. I will make my minimum monthly payment by the due date shown on my billing statement. I may prepay all or part of the money by paying more than the minimum monthly payment from time to time without penalty. A partial prepayment does not relieve me of my obligation to pay the amounts shown on future statements.

(d) Applying Payments. Payments will be applied first to billed finance charges, then to any other charges that have not been treated as advances, then to advances accruing finance charge at preferred rates, then to all other advances, and finally to unbilled but accrued finance charges.

(e) Set-off. In the event of default, you may to the extent permitted by law, sequester all or any portion of the amount due under the Agreement against any deposit accounts that I maintain with you by giving me any notice required by applicable law. This provision does not apply if you have issued me any card, which I can use to access my Account.

11. Periodic Statement. I will receive a billing statement which will give me information about my Account. If the Account balance shown on my statement is a credit balance and I send you a written request, or if you are required to do so by law, you will refund that amount to me promptly.

12. Property Insurance. I agree to name you as mortgagee on an insurance policy on the Property. The policy must be satisfactory to you. If you so require, I will maintain flood insurance on the Property. So long as this Agreement is in effect, I will maintain these policies. I may obtain these policies from anyone I choose who is acceptable to you.

13. Re-evaluation. At your cost, you may re-evaluate my creditworthiness and the value of the Property from time to time. Subject to applicable law, you can obtain credit information about me and exchange it, and information about the Account, with affiliates, subsidiaries and others you deem appropriate. You may also ask me to give you a new credit application and any other information that you feel you need, and I will promptly give it to you.

14. Suspension and Reduction of Credit Limit. You can suspend my right to obtain advances or reduce my credit limit during any period in which any of the following is in effect:

(a) the value of the Property declines significantly below its appraised value for purposes of this Agreement;

(b) due to a material change in my financial circumstances, you reasonably believe I will not be able to meet the above payment requirements;

(c) I am in default of a material obligation under this Agreement. For example, I would be in default if I: (1) fail to make payments when due on any other loan secured by the Property from you or another creditor; (2) fail to comply with the terms of the Mortgage; or (3) fail to provide a current financial statement or any financial information you reasonably require at any time;

(d) government action prevents you from imposing the annual percentage rate provided for, or impairs your security interest such that the value of the Property is less than 120 percent of the credit line;

(e) a regulatory agency has notified you that continued advances would constitute an unsafe and unsound practice;

(f) The maximum annual percentage rate is reached; or

(g) One of the events listed in Section 15 below occurs which would permit you to terminate my Account.

15. Termination. You may terminate my Account at any time if:

(a) I commit fraud or make a material misrepresentation in connection with the Account;

(b) except if the Account is secured by a junior mortgage on Connecticut property, I fail to meet the payment terms of the Agreement for any outstanding balance. If the Account is secured by a junior mortgage on Connecticut property, I will be in default if I fail to make a payment within sixty days after the due date; however, my failure to pay when due will allow you to suspend my right to borrow;

(c) my action or inaction adversely affects the Property or any right of yours in the Property, such as: my transferring title to the Property, selling the Property or failing to maintain required insurance on the Property, failing to pay taxes on the Property, some other action by me results in the filing of a lien that is or becomes senior to yours, the Property is taken by eminent domain or foreclosure by a prior lienholder;

(d) any of the following events adversely affect your rights in the Property: (1) a judgment is filed against me; (2) I commit waste or fail to maintain the Property; (3) my illegal use of the Property subjects it to seizure; (4) I vacate the Property; (5) except Accounts secured by Connecticut property, one of us dies (if the Account is secured by Connecticut property, the death of all of us who signed the Mortgage); or (6) a petition is filed by or against me under any bankruptcy or insolvency law. If I am one of your executive officers, you may terminate my Account if any federal law dealing with credit extended to an executive officer requires that, as a condition of the plan, the credit shall be due and payable on demand.

CONTINUED ON THE NEXT PAGE

BORROWER COPY





## Fleet Line Agreement

(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

16. **Events After Termination.** Subject to applicable law and without notifying me, if you terminate the Account, you may do one or more of the following: (a) immediately close my Account; (b) return without paying any outstanding checks drawn on my Account; (c) require me immediately to pay the entire outstanding balance of my Account; (d) require me to pay the outstanding balance of my Account as provided in Paragraph 10(b) ("Repayment Period"); (e) take any of my money in your possession as pay what I owe, to the extent permitted by law; or (f) subject to applicable foreclosure procedures, foreclose the Mortgage.

17. **Collection Costs.** If I fail to abide by any of this Agreement you may use any remedy permitted by law. To the extent permitted by law, I will pay you all reasonable collection costs, including reasonable attorney's fees. If the Property is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If I am successful in any partial defense, set-off or counterclaim against you, the court may withhold payment of all or a portion of your attorney fees. New Hampshire and New York residents only: If I prevail in any action brought by you or me involving the Account, I shall be awarded reasonable attorney's fees. Pennsylvania residents only: If this Note is secured by real estate, I will pay all of your reasonable attorney's fees which are actually incurred in connection with foreclosure or other legal administration and up to \$50 for your reasonable attorneys' fees which are actually incurred prior to commencement of foreclosure or other legal action.

18. **Delay In Enforcement.** You can delay enforcing any of your rights under this Agreement without losing those rights or any other rights. If you waive any right once, it does not mean that you must waive that or any other right later.

19. **Copies.** You can prove I owe you money by using copies of documents as if they were the originals.

20. **Obligation of Borrowers.** Even if there is more than one of us, I am individually responsible for all promises made in this Agreement. You may require me to pay all amounts due without asking another person to pay. I will pay all amounts due even if you and another person agree to revise this Agreement or release the Collateral.

21. **Tax Deductibility.** I should consult a tax advisor regarding the deductibility of interest and charges imposed on my Account.

22. **Notices.** You will send all notices to me at the address next to my signature. A notice sent to one of us will be considered notice to all of us. I will notify you

promptly if I change my mailing address. Except for notices related to billing errors (see "My Billing Rights"), I will send all notices and requests to you at:

FLEET BANK  
CONSUMER LOAN OPERATIONS  
COLLATERAL DEPARTMENT  
315 COURT STREET  
P.O. BOX 3092  
UTICA, NY 13502

or to such address you provide for notices.

23. **Change In Terms.** Except as otherwise provided in this Agreement, you will not change any terms of this Agreement without my written consent unless the change is insignificant or would benefit me for the remaining term of the Agreement. If you change any term of this Agreement, to the extent required by law, you will give me prior written notice of the change. Unless otherwise required by law, any change in terms will apply to all amounts on the Account then outstanding and thereafter incurred.

24. **Assignment.** I may not assign this Agreement or my rights and obligations under it. At any time you may assign this Agreement and the Mortgage to another person.

25. **Applicable Law.** If I reside in ME, NJ, PA, or RI, this Agreement is governed by federal law and the law of the state where the Bank is principally located. Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs. If I reside in CT, MA, FL, NH or NY, this Agreement is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Agreement where the law of the state where the property is located governs.

To the extent that federal law preempts state law, this Agreement is governed by federal law. If any provision of this Agreement conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Agreement shall not be affected.

26. **Documentation.** I agree to execute or re-execute any documents, including a revised version of this Agreement, that you request in order to correct any error or omission in the original Agreement, security instrument, or other loan documents.

### MY BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY STATEMENT.

If I think my statement is wrong, or if I need more information about a transaction on my statement, I should write you on a separate sheet of the "Send Inquiries To" address listed on my statement. I will write to you as soon as possible. I understand that you must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

1. My full name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error.

If I have authorized you to pay my Fleet Line bill automatically from my checking or savings account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

### MY RIGHTS AND YOUR RESPONSIBILITIES

#### AFTER YOU RECEIVE MY WRITTEN NOTICE

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within 10 days telling you that I will refuse to pay, you must tell anyone you report me to that I have a question about my statement. And you must tell me the name of anyone you report me to. You must tell anyone you report me to that the matter has been stated between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.

CONTINUED ON THE NEXT PAGE.



**Fleet Line Agreement**  
(for use only in CT, FL, MA, ME, NH, NJ, NY, PA and RI)

In this Notice, the words "you" and "your" mean each person who signs the Fleet Line Agreement ("Agreement") as a co-signer.

**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 responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If the debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

**NEW YORK NOTICE TO CO-SIGNER**

You agree to pay the debts incurred from time to time on the account identified below, although you may not personally receive any property, services or money. You may be sued for payment, although the person opening the account is able to pay. You should know that the Limit of Liability listed below does not include court costs or attorneys' fees, or other costs or charges that may be sued in the agreement. You will also have to pay some or all of these costs and charges if the Agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This Notice is not the Agreement, or other writing, that obligates you to pay the debt. Read the Guaranty below for the exact terms of your obligations and of your rights to limit or end your obligations.

**IDENTIFICATION OF ACCOUNT YOU MAY HAVE TO PAY:**

Name of Creditor: Fleet

Name of Debtor: \_\_\_\_\_

Type of Account: Mortgage Secured Line of Credit

Limit of Liability: \_\_\_\_\_

I have been given a completed copy of this Notice and of each writing that obligates me or the borrower on the Account.

Co-signer \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTY**

To induce the bank to make this loan, each undersigned guarantor unconditionally guarantees the payment when due of all money owed under the above Fleet Line Agreement and the mortgage securing it. Each guarantor is jointly and severally liable with the borrower. This means that the bank does not have to try to collect from anyone or anyone's property before collecting from a guarantor. The bank may take any action permitted by the agreement(s) being guaranteed without notifying the guarantor or releasing the guarantor from responsibility. The guarantor will pay any expenses the bank incurs in enforcing the guaranty, including reasonable attorney's fees and court costs. The bank does not have to notify any guarantor of the bank's acceptance of this guaranty.

Each guarantor accepts the terms of this guaranty and acknowledges receipt of a completed copy of the Fleet Line Agreement and this guaranty.

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

Guarantor  
(Co-signer): \_\_\_\_\_

Address: \_\_\_\_\_

**Addendum to the Fleet Line Agreement**

This Addendum amends my Fleet Line Agreement (the "Agreement") governing my Equity Credit Line Account ("my Account"). I have received a copy of the Agreement and this Addendum.

The third paragraph of subsection c of Section 6 of the Agreement entitled "Annual Percentage Rate and Finance Charges" is amended by adding the following to the end of the paragraph:

My margin will remain the same as indicated above for the first three billing cycles of my Account. If, at the end of the third billing cycle during my draw period my Account principal balance is equal to or greater than \$25,000, the margin used to calculate the interest rate on my Account will remain the same as indicated above for the life of my Account. If at the end of the third billing cycle during my draw period, my Account principal balance is less than \$25,000, the margin used to calculate the interest rate on my Account will increase by one quarter of one percent (1/4 of 1%) for the remainder of the term of my Account. This change will be reflected on my Account billing statement starting with the fourth billing cycle in the draw period and will be reflected on all subsequent billing statements.

Except as otherwise specifically provided in this Addendum, the Agreement will remain unchanged, and I will be bound by, and comply with, all of the terms and provisions of the Agreement.

By signing below, I state that I have received a completed copy of the Agreement together with this Addendum. I agree to the provisions on all pages of the Agreement and the Addendum and I have caused this Addendum to be duly executed and delivered as an instrument under seal as of the 9TH day of AUGUST, 2004.

Robert A. Moore  
Borrower ROBERT A MOORE

Dawn D Moore  
Borrower DAWN D MOORE

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Bank Representative

BANK COPY

EXHIBIT 'C'

**BEGINNING** at an existing  $\frac{1}{2}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in deed book 1252 page 256; said rebar also being the southwest corner of the land herein conveyed and running:

**THENCE** North 42 degrees 52 minutes 40 seconds East for a distance of 1416.16 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by deed book 505 page 123, and along Clyde R. and Marie B. Peters, as was conveyed to them by deed book 1344 page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{1}{2}$  inch rebar set back 40.83 feet from said centerline of S. R. 453;

**THENCE** South 01 degrees 21 minutes 33 seconds East for a distance of 1083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northeast corner of Edward L. Litz, as was conveyed to him by deed book 1775 page 461;

**THENCE** North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{1}{2}$  inch rebar and place of beginning, said line passing through an existing  $\frac{1}{2}$  inch rebar at 23.50 feet.

Together with and subject to covenants, easements, and restrictions of record.

EXHIBIT 'D'

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

March 27, 2007

ROBERT A. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

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

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

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

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

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

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

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

Certified Article Number

7160 3901 9849 8857 0919

SENDERS RECORD

Certified Article Number

7160 3901 9849 8857 0902

SENDERS RECORD

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): ROBERT A. MOORE & DAWN D. MOORE  
PROPERTY ADDRESS: 10963 CURWENSVILLE TYRONE HWY,  
CURWENSVILLE, PA 16833  
LOAN ACCT. NO.: 68811004297699  
ORIGINAL LENDER: FLEET NATIONAL BANK  
CURRENT LENDER/SERVICER: BANK OF AMERICA, N.A. S/B/M FLEET NATIONAL  
BANK

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

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

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

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

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

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

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



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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 10963 CURWENSVILLE TYRONE HWY, CURWENSVILLE, PA 16833 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: 10/23/2006 thru 03/23/2007 at \$ 262.61 per month.

Monthly Payments Plus Late Charges Accrued:	\$ 1,575.66
Suspense:	(\$ 0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$1,575.66</b>

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

**HOW TO CURE THE DEFAULT-** You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,575.66 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

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

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*

ATTORNEY FOR LENDER

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

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

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

**CLEARFIELD County**

**CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**

Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**

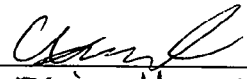
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

**VERIFICATION**

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

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

CA

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

Attorney for Plaintiff

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

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

CLEARFIELD COUNTY

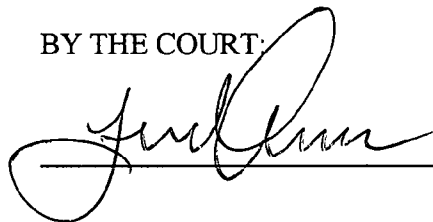
ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

No. 07-694-CD

ORDER

AND NOW, this 14<sup>th</sup> day of September, 2007, upon consideration of Plaintiff's Motion to Compel filing of Affidavit of Service, pursuant to Pennsylvania R.C.P. 405(e), and the Court having reviewed and considered the pleadings submitted in connection with this matter, and for good cause shown, it is hereby ORDERED AND DECREED that the Clearfield County Sheriff's Office is immediately compelled to file the Affidavit of Service with the Clearfield County Prothonotary's Office and in accordance with Pennsylvania R.C.P. 405(g), provide the Plaintiff notice of the filing of the Affidavit of Service by U.S. mail.

BY THE COURT:

  
J.

FILED  
01:32/01  
SEP 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

1CC Sheriff  
(without memo)

(GX)

FILED

SEP 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/17/07

☒ You are responsible for serving all appropriate parties.

\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_ Plaintiff(s) \_\_\_ Plaintiff(s) Attorney \_\_\_ Other

\_\_\_ Defendant(s) \_\_\_ Defendant(s) Attorney

\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

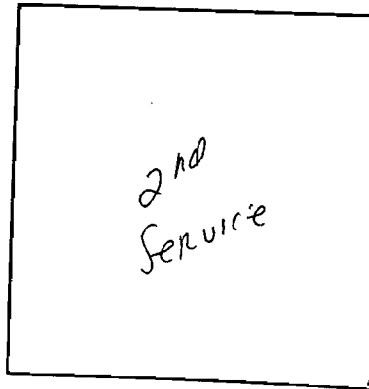
DOCKET # 102950  
NO: 07-694-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A. S/B/M/  
vs.  
DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

SHERIFF RETURN

NOW, July 12, 2007 AT 9:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. MOORE DEFENDANT AT 528 1/2 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAWN D. MOORE, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO



FILED  
0/3103/01  
SEP 17 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



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

DOCKET # 102950  
NO: 07-694-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A. S/B/M/  
vs.  
DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

**SHERIFF RETURN**

---

NOW, July 12, 2007 AT 9:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAWN D. MOORE DEFENDANT AT 528 1/2 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAWN D. MOORE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102950  
NO: 07-694-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A. S/B/M/  
vs.  
DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

SHERIFF RETURN

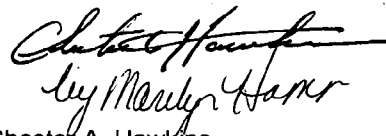
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	39474	20.00
SHERIFF HAWKINS	JAVARDIAN	39474	20.82

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

**FILED** Atty pd.  
m/1:33/30/ 20.00  
SEP 21 2007  
1000 Notice  
to Defs.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty  
(6k)

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

COURT OF COMMON PLEAS  
  
CLEARFIELD COUNTY  
  
No.: 07-694-CD

vs.

ROBERT A. MOORE  
DAWN D. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against ROBERT A. MOORE and DAWN D. MOORE, Defendants, for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As Set forth in Complaint	\$35,752.92
Interest 4/17/07 to 9/20/07	<u>1,106.04</u>
<b>TOTAL</b>	<b>\$36,858.96</b>

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

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

Damages are hereby assessed as indicated.

DATE: September 21, 2007

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

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

Plaintiff

v.

ROBERT A. MOORE  
DAWN D. MOORE

Defendants

In The Court of Common Pleas

Clearfield County

NO. 07-694-CD

TO: ROBERT A. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

ROBERT A. MOORE  
528 ½ STATE STREET  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
10963 CURWENSVILLE TYRONE HWY  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
528 ½ STATE STREET  
CURWENSVILLE, PA 16833

DATE OF NOTICE: August 6, 2007

NOTICE, RULE 237.1  
IMPORTANT NOTICE

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

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

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

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

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

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

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

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

No.: 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE

**VERIFICATION OF NON-MILITARY SERVICE**

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

(a) Defendants, ROBERT A. MOORE and DAWN D. MOORE, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) Defendant, ROBERT A. MOORE, is over 18 years of age, and resides at 528 1/2 STATE STREET, CURWENSVILLE, PA 16833.

(c) Defendant, DAWN D. MOORE, is over 18 years of age, and resides at 528 1/2 STATE STREET, CURWENSVILLE, PA 16833.

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

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

  
\_\_\_\_\_  
GREGORY JAVARDIAN, ESQUIRE

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS

TO: ROBERT A. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

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

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

Plaintiff

vs.

No.: 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE

Defendants

**NOTICE**

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

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment in Replevin
- ☐ Judgment for Possession by Default
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

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

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

*Willi L. Hayes* 9/10/07

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

COPY

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

No.: 2007-00694-CD

Real Debt: \$36,858.96

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert A. Moore  
Dawn D. Moore  
Defendant(s)

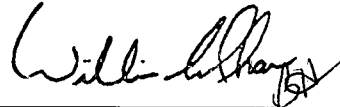
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 21, 2007

Expires: September 21, 2012

Certified from the record this 21st day of September, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

ATTORNEY FOR PLAINTIFF

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

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

CLEARFIELD COUNTY

ROBERT A. MOORE  
DAWN D. MOORE,  
Defendants

No. 07-694-CD

CERTIFICATE OF SERVICE


I, Gregory Javardian, Esquire, counsel for the Plaintiff, hereby certify that a copy of the foregoing Order of Court granting Plaintiff's Motion to Compel was served on the following persons by first-class mail, postage prepaid, on the date indicated below.

Robert A. Moore  
10963 Curwensville Tyrone Hwy  
Curwensville, PA 16833

Dawn D. Moore  
10963 Curwensville Tyrone Hwy  
Curwensville, PA 16833

Chester A. Hawkins, Sheriff  
Clearfield County Sheriff's Office  
230 East Market Street  
Clearfield, PA 16830

Date: 9/25/2007

  
\_\_\_\_\_  
Gregory Javardian, Esquire  
Attorney for Plaintiff

FILED NO  
m/12:3361 CC  
SEP 27 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



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

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

**vs.**

**ROBERT A. MOORE  
DAWN D. MOORE**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

No. 07-694-CD

PRAECIPE WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

To the Prothonotary:

Issue writ of execution in the above matter:

Amount Due \$36,858.96

Interest from 9/20/07 to \_\_\_\_\_  
Date of Sale at \$6.05 per diem

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

Plus Costs \$ \_\_\_\_\_

132.00 Prothonotary costs

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

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

Note: Please furnish copy of description of Property.

**FILED** (R)  
OCT 10 2007  
Atty pd. 20.00  
1 cc to wnts  
w/prop desc.  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

No. 07-694-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

ROBERT A. MOORE  
DAWN D. MOORE

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

Filed:

**FILED**

OCT 10 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

Address: 528 1/2 STATE STREET, CURWENSVILLE, PA 16833

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situated in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing  $\frac{3}{4}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252 Page 256; said rebar also being the southwest corner of the land herein conveyed and running;

THENCE North 42 degrees 52 minutes 40 seconds East for a distance of 1,416.18 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505 Page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344 Page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{3}{4}$  inch rebar set back 40.88 feet from said centerline of S.R. 453;

THENCE South 01 degrees 21 minutes 33 seconds East for a distance of 1,083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northwest corner of Edward L. Litz, as was conveyed to him by Deed Book 1775 Page 461;

THENCE North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{3}{4}$  inch rebar and place beginning, said line passing through an existing  $\frac{3}{4}$  inch rebar at 23.50 feet.

TOGETHER with and subject to covenants, easements, and restrictions of record.

SAID property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcels 2 and 3 of Deed Book 1252 Page 256 and including that area enclosed between the old road and the new road described above.

BEING known as 10963 Curwensville Tyrone Highway, Curwensville, PA 16833

BEING THE SAME PREMISES which C. Alan Walker, Susan Walker Kriner, and C. Alan Walker, Attorney-in-Fact for Anne Walker Macko, trading and doing business as Shannon Land and Mining Company, by Deed dated August 3, 1998 and recorded December 9, 1998 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 199800552 granted and conveyed unto Robert A. Moore and Dawn D. Moore, husband and wife.

PARCEL No. 126-H11-000-00077

SUBJECT TO MORTGAGE.

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

vs.

ROBERT A. MOORE  
DAWN D. MOORE

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

No.: 07-694-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILLE, PA 16833:

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

Name

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

ROBERT A. MOORE

528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

DAWN D. MOORE

528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

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

ROBERT A. MOORE

528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

DAWN D. MOORE

528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

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

Name

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

None.

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

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

Plaintiff.

CSB Bank	P.O. Box 29 Curwensville, PA 16833
----------	---------------------------------------

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

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

None.

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

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

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

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

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

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

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

Name

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

Tenants/Occupants

10963 CURWENSVILLE TYRONE HIGHWAY  
CURWENSVILLE, PA 16833

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

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

October 7, 2007

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

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

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

No.: 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE

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

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

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

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

FORM PBC - 10

COPY

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

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

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

**vs.**

**NO.: 07-694-CD**

**ROBERT A. MOORE  
DAWN D. MOORE**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of CLEARFIELD:**

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

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

Premises: 10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILLE, PA 16833.

(See legal description attached.)

Amount Due \$36,858.96

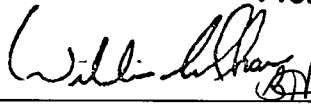
Interest from 9/20/07 to  
Date of Sale at \$6.05 per diem \$

Total \$ Plus Cost \$ \_\_\_\_\_

as endorsed.

132.00

**Prothonotary costs**

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 10/10/07  
(Seal)



No. 07-694-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

ROBERT A. MOORE  
DAWN D. MOORE

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)


---

Costs

Prothy Paid \$ 132.00

Writ, Ret. & Sat. \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address of Defendant(s)

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

528 1/2 STATE STREET, CURWENSVILLE, PA 16833

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situated in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an existing  $\frac{3}{4}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252 Page 256; said rebar also being the southwest corner of the land herein conveyed and running;

THENCE North 42 degrees 52 minutes 40 seconds East for a distance of 1,416.18 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505 Page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344 Page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{3}{4}$  inch rebar set back 40.88 feet from said centerline of S.R. 453;

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THENCE North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{3}{4}$  inch rebar and place beginning, said line passing through an existing  $\frac{3}{4}$  inch rebar at 23.50 feet.

TOGETHER with and subject to covenants, easements, and restrictions of record.

SAID property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcels 2 and 3 of Deed Book 1252 Page 256 and including that area enclosed between the old road and the new road described above.

BEING known as 10963 Curwensville Tyrone Highway, Curwensville, PA 16833

BEING THE SAME PREMISES which C. Alan Walker, Susan Walker Kriner, and C. Alan Walker, Attorney-in-Fact for Anne Walker Macko, trading and doing business as Shannon Land and Mining Company, by Deed dated August 3, 1998 and recorded December 9, 1998 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 199800552 granted and conveyed unto Robert A. Moore and Dawn D. Moore, husband and wife.

PARCEL No. 126-H11-000-00077

SUBJECT TO MORTGAGE.

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

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

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

vs.

No.: 07-694-CD

ROBERT A. MOORE  
DAWN D. MOORE

**AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1**

I hereby certify that I have sent copies of the Notice of Sheriff Sale to the Defendants' certified and regular United States mail and all lien holders or judgment creditors of record as required by Pa.R.C.P. by first class United States mail, postage prepaid, on the date set forth below. (See attached Exhibit "A").

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

Clearfield County Courthouse  
Tax Claim Bureau  
230 East Market Street, Suite 121  
Clearfield, PA 16830

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

Tenants/Occupants  
10963 CURWENSVILLE TYRONE HIGHWAY  
CURWENSVILLE, PA 16833

FILED NO CC  
DEC 04 2007

William A. Shaw  
Prothonotary/Clerk of Courts

ROBERT A. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

DAWN D. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

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

CSB Bank  
P.O. Box 29  
Curwensville, PA 16833

Dated: 11/5/07

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

7160 3901 9845 1521 8482

**TO:** ROBERT A. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

**SENDER:**

**REFERENCE** MOORE, R.

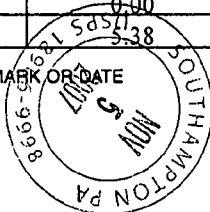
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.58
	Certified Fee	2.65
	Return Receipt Fee	2.15
	Restricted Delivery	0.00
	Total Postage & Fees	5.38

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE



7160 3901 9845 1521 8475

**TO:** DAWN D. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

**SENDER:**

**REFERENCE** MOORE, R.

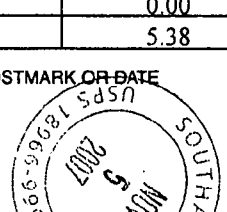
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	0.58
	Certified Fee	2.65
	Return Receipt Fee	2.15
	Restricted Delivery	0.00
	Total Postage & Fees	5.38

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE





7160 3901 9845 1521 8475

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

DAWN D. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Dawn Moore

B. Date of Delivery NOV 6 2006

C. Signature X Dawn Moore ☒ Agent ☐ Address

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

Reference Information

MOORE, R.

USPS  
CURWENSVILLE PA 16833  
NOV 6 2006

PS Form 3811, January 2005

Domestic Return Receipt

2. Article Number



7160 3901 9845 1521 8482

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

ROBERT A. MOORE  
528 1/2 STATE STREET  
CURWENSVILLE, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Dawn Moore

B. Date of Delivery NOV 6 2006

C. Signature X Dawn Moore ☒ Agent ☐ Address

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

Reference Information

MOORE, R.

USPS  
CURWENSVILLE PA 16833  
NOV 6 2006

PS Form 3811, January 2005

Domestic Return Receipt

7160 3901 9845 1521 8499

TO: Tenants

Occupants

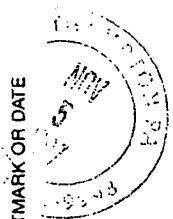
10963 CURWENSVILLE TYRONE HIGHWAY  
CURWENSVILLE, PA 16833

SENDER:

REFERENCE: MOORE, R.

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees	0.41 2.65 2.15 0.00 5.21
------------------------------	---	--------------------------------------



POSTMARK OR DATE

US Postal Service

Receipt for  
Certified Mail

No Insurance Coverage Provided  
Do Not Use for International Mail







October 22, 2007

**NOTICE OF SHERIFF'S SALE**  
**OF REAL PROPERTY**

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): ROBERT A. MOORE and DAWN D. MOORE

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

DEFENDANT(S): ROBERT A. MOORE and DAWN D. MOORE

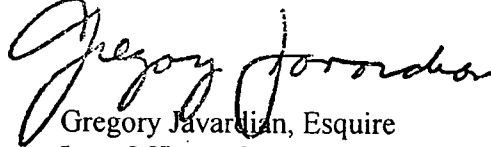
PROPERTY: 10963 CURWENSVILLE TYRONE HIGHWAY  
CURWENSVILLE, PA 16833

CLEARFIELD C.C.P. NO. 07-694-CD

The above captioned property is scheduled to be sold at Sheriff's Sale on JANUARY 4, 2008 at 10:00 A.M., at the Clearfield County Sheriff's Office, One North Second Street, Suite 116, Clearfield, PA 16830. You may hold a judgment on the property, which may be extinguished by the sale. You may wish to attend the sale to protect your interest.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Sincerely,



Gregory Javardian, Esquire  
Law Offices of Gregory Javardian  
1310 Industrial Boulevard  
1st Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20672  
NO: 07-694-CD

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

vs.

DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 10/10/2007

LEVY TAKEN 10/22/2007 @ 10:10 AM

POSTED 10/22/2007 @ 10:10 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/15/2008

DATE DEED FILED NOT SOLD

FILED

019:2764  
FEB 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

10/22/2007 @ 10:36 AM SERVED ROBERT A. MOORE

SERVED ROBERT A. MOORE, DEFENDANT, AT HIS RESIDENCE 528 1/2 STATE STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAWN MOORE, WIFE/CO-DEFENDANT

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

10/22/2007 @ 10:36 AM SERVED DAWN D. MOORE

SERVED DAWN D. MOORE, DEFENDANT, AT HER RESIDENCE 528 1/2 STATE STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAWN MOORE

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

@ SERVED

NOW, DECEMBER 11, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANURAY 4, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20672  
NO: 07-694-CD

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

vs.

DEFENDANT: ROBERT A. MOORE AND DAWN D. MOORE

Execution REAL ESTATE

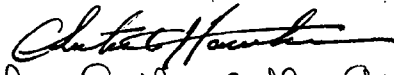
SHERIFF RETURN

---

SHERIFF HAWKINS \$181.56

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

FORM PBC - 10

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

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

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

**vs.**

**NO.: 07-694-CD**

**ROBERT A. MOORE  
DAWN D. MOORE**

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

**Commonwealth of Pennsylvania:**

**County of CLEARFIELD:**

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

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

**Premises: 10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILLE, PA 16833.**

**(See legal description attached.)**

Amount Due \$36,858.96

Interest from 9/20/07 to \$  
Date of Sale at \$6.05 per diem

Total \$ Plus Cost \$ 132.00 Prothonotary costs

as endorsed.

William L. Thompson  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated 10/10/07  
(Seal)

Received this writ this 10<sup>th</sup> day  
of October A.D. 2007  
At 3:00 A.M./P.M.

Charles A. Harkins  
Sheriff Dy Cynthia Butler-Aughenbaugh

No. 07-694-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

vs.

ROBERT A. MOORE  
DAWN D. MOORE

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Prothy Paid \$ 132.00

Writ, Ret. & Sat. \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

  
\_\_\_\_\_  
Attorney for Plaintiff

Address of Defendant(s)

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

528 1/2 STATE STREET, CURWENSVILLE, PA 16833

Where papers may be served.

ALL THAT CERTAIN piece or parcel of land situated in the Township of Pike, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded by and described as follows:

BEGINNING at an exiting  $\frac{3}{4}$  inch rebar, formerly a witch hazel, at the northwest corner of Edward L. Litz, said rebar being on the southeastern line of other lands of C. Alan Walker, et al, as described as Parcel 1 in Deed Book 1252 Page 256; said rebar also being the southwest corner of the land herein conveyed and running;

THENCE North 42 degrees 52 minutes 40 seconds East for a distance of 1,416.18 feet along other lands of C. Alan Walker, et al, along Andrew J. and M. Joann Lash, as was conveyed to them by Deed Book 505 Page 123, and along Clyde R. and Marie E. Peters, as was conveyed to them by Deed Book 1344 Page 108, to a point in the centerline of Pennsylvania State Route 453, said line passing through a  $\frac{3}{4}$  inch rebar set back 40.88 feet from said centerline of S.R. 453;

THENCE South 01 degrees 21 minutes 33 seconds East for a distance of 1,083.48 feet along the centerline of Pennsylvania State Route 453 to a point opposite the northwest corner of Edward L. Litz, as was conveyed to him by Deed Book 1775 Page 461;

THENCE North 87 degrees 22 minutes 20 seconds West for a distance of 990.35 feet along Edward L. Litz to an existing  $\frac{3}{4}$  inch rebar and place beginning, said line passing through an existing  $\frac{3}{4}$  inch rebar at 23.50 feet.

TOGETHER with and subject to covenants, easements, and restrictions of record.

SAID property contains 12.287 acres total, minus 0.614 acre for highway right-of-way leaving 11.673 acres net, as shown on map prepared by Curry and Associates dated July 6, 1998. Being all of Parcels 2 and 3 of Deed Book 1252 Page 256 and including that area enclosed between the old road and the new road described above.

BEING known as 10963 Curwensville Tyrone Highway, Curwensville, PA 16833

BEING THE SAME PREMISES which C. Alan Walker, Susan Walker Kriner, and C. Alan Walker, Attorney-in-Fact for Anne Walker Macko, trading and doing business as Shannon Land and Mining Company, by Deed dated August 3, 1998 and recorded December 9, 1998 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 199800552 granted and conveyed unto Robert A. Moore and Dawn D. Moore, husband and wife.

PARCEL No. 126-H11-000-00077

SUBJECT TO MORTGAGE.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ROBERT A. MOORE

NO. 07-694-CD

NOW, February 14, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Robert A. Moore And Dawn D. Moore to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	5.82
LEVY	15.00
MILEAGE	5.82
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                   \$181.56**

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	36,858.96
INTEREST @ 6.0500	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$36,898.96</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	181.56
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS                               \$313.56**

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

CHESTER A. HAWKINS, Sheriff

THE LAW  
Offices of

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

GREGORY JAVARDIAN

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

December 11, 2007

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

Attention: Cindy

Re: BANK OF AMERICA, N.A., S/B/M FLEET NATIONAL BANK  
v. ROBERT A. MOORE and DAWN D. MOORE  
No. 07-694-CD  
Premises: 10963 CURWENSVILLE TYRONE HIGHWAY, CURWENSVILLE, PA

Dear Cindy:

Please **STAY** the Sheriff's Sale of the above referenced property, which is scheduled for  
JANUARY 4, 2008.

No funds were received in consideration for the stay.

Very truly yours,



Marie Keen for  
Law Offices of Gregory Javardian

/mk

cc: BANK OF AMERICA/NEWTRAK  
File #68811004297699

VIA TELECOPY (814) 765-5915 and REGULAR MAIL