

07-853-CD  
NBOC Bank vs Robert E. Frene et al

2007-853-CD  
NBOC Bank et al vs Robert Frene et al

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK, : NO. 07 - 853 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
ROBERT E. FRENO, JR. and, : IN FORECLOSURE  
DEBRA A. FRENO, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

JUN 01 2007

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William A. Shaw  
Prothonotary/Clerk of Courts  
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1 CERT TO ATTY

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

NBOC BANK, now FIRST : NO. 07 - C.D.  
COMMONWEALTH BANK, :  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
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ROBERT E. FRENO, JR. and :  
DEBRA A. FRENO, :  
DEFENDANTS :

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

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

NBOC BANK, now FIRST COMMONWEALTH BANK,	:	NO. 07 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ROBERT E. FRENO, JR. and DEBRA A. FRENO,	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **NBOC BANK, now known as FIRST COMMONWEALTH  
BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2  
East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **ROBERT E. FRENO, JR. and DEBRA A. FRENO** are adult  
individuals with a last known address at RR 1, Box 177, Keener Road, Mahaffey,  
Clearfield County, Pennsylvania 15757.
3. Defendants are the mortgagors and real owners of the premises hereinafter  
described.

4. On May 3, 2001, Defendants executed and delivered to Plaintiff a Purchase Money Mortgage and Construction Loan Agreement upon the premises hereinafter described, which Purchase Money Mortgage was recorded on May 4, 2001 in the office of the Recorder of Deeds of Clearfield County as Instrument #200106425. A true and correct copy of the Purchase Money Mortgage and Construction Loan Agreement are attached hereto as Exhibits "A" and "B", and are incorporated herein by reference.

5. Said mortgage has not been assigned.

6. The said Purchase Money Mortgage was in the principal amount of Seventy One Thousand Two Hundred Dollars (\$71,200.00), with interest thereon at 7.625% per annum, payable as to the principal and interest in equal monthly installments of Six Hundred Twenty-Three Dollars and Fifty-Four Cents (\$623.54) each, commencing September 1, 2001. Said Mortgage and Construction Loan Agreement are incorporated herein by reference.

7. The premises subject to the Mortgage is the property located at RR#1, Box 177, Keener Road, Mahaffey, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

8. The Mortgage is in default because payments of principal and interest due December 1, 2006, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

9. The following amounts are due on the Mortgage:

Balance of Principal:	\$58,524.65
Accrued but unpaid interest through 4/19/07 at 7.625% per annum (\$12.23 per diem):	\$ 2,066.20
Late charges on overdue amount as of 4/19/07:	<u>\$ 311.80</u>
TOTAL:	\$60,902.65

PLUS, the following amounts accruing after 4/19/07:

Interest at the rate of 7.625% per annum (\$12.23 per diem);

Late Charges from 4/19/07 forward; any escrow deficits; reasonable attorney's fees and costs.

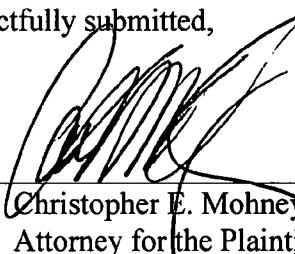
10. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on February 5, 2007 by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 9, namely, the principal balance amount of \$60,902.65, plus the following amounts accruing after April 19, 2007, to the date of judgment:

- a) Interest of \$12.23 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorney's fees and costs of suit.

Respectfully submitted,

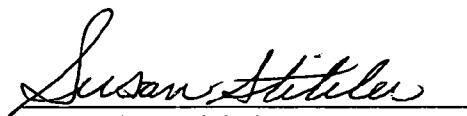
BY: 

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

**VERIFICATION**

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

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



Susan Stiteler  
Susan Stiteler

**RECORDATION REQUESTED BY:**

**NEOC Bank, a division of First Commonwealth Bank  
Punxsy Plaza Office  
573 W. Mahoning Street  
Punxsutawney, PA 15767**

**WHEN RECORDED MAIL TO:**

**CSC Loan Services Mtg Loans  
PO Box 400  
Indiana, PA 15701-0400**

**SEND TAX NOTICES TO:**

**Robert E Freno Jr  
Debra A Freno  
RR 1 Box 177 Keener Road  
Mahaffey, PA 15757**

— [Space Above This Line For Recording Data] —

## **PURCHASE MONEY MORTGAGE**

## **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**May 3, 2001**

(A) "Security Instrument" means this document, which is dated November 1, 2001, together with all Riders to this document.

(B) "Borrower" is Robert E Freno Jr and Debra A Freno; HUSBAND & WIFE. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NBOC Bank, a division of First Commonwealth Bank. Lender is a state chartered bank organized and existing under the laws of Pennsylvania. Lender's address is Puxesy Plaza Office, 573 W. Mahoning Street, Puxsulawney, PA 15767. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 1, 2001. The Note states that Borrower owes Lender Seventy One Thousand Two Hundred & 00/100 Dollars (U.S. \$71,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2021.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield:

See Attached Exhibit "A"

which currently has the address of RR 1 Box 177 Keener Road, Mahaffey, Pennsylvania 15757 ("Property Address"); (All or part of the purchase price of the Property is paid for with the money loaned).

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for

**Escrow Items pursuant to Section 3. Payments** under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagor and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity

**EXHIBIT "A"**

**ALL** that certain piece, parcel and tract of land situate, lying and being in BELL TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

**BEGINNING** at an iron pipe located on the Western right-of-way of U.S. Route No. 219, approximately 354 feet North from the intersection of the centerline of Township Route No. T-321 and the Western right-of-way of U.S. Route No. 219, said iron pipe being at the intersection of the Southwestern corner of land now or formerly of John D. Bouch and the Northeastern corner of the herein described parcel; thence along the Western right-of-way of U.S. Route No. 219, South 5° 14' 21" West for a distance of 190.76 feet to an iron pipe on line of land now or formerly of Howard A. Shaw, Jr.; thence along the line of land now or formerly of Howard A. Shaw, Jr., North 87° 40' 23" East for a distance of 243.62 feet to an iron pipe at a corner of land now or formerly of John D. Bouch; thence along the line of land now or formerly of John D. Bouch the following two (2) courses and distances:

- (1) North 2° 19' 27" East for a distance of 189.10 feet to an iron pin, and
- (2) South 97° 40' 23" East for a distance of 218.51 feet to an iron pin on the Western right-of-way of U.S. Route No. 219, the place of beginning.

This piece or parcel of land contains 1.0031 acres as shown on the subdivision plan of Howard A. Shaw, Jr., prepared on May 27, 1997 by Frederick H. Shuss, P.E., labeled Drawing No. 1350-1 and recorded in Clearfield County in Map File No.1350 and also as shown on the survey Drawing No. 1320-2 dated November 29, 1995 prepared by Fred H. Shuss, P.E.

Further identified in the Clearfield County Tax Assessment Office as Tax Map No. 102-0-A12-000-00015 (Control No. 49534).

**TOGETHER WITH** the following rights and privileges, easements and rights-of-way to Grantees, their heirs, successors and assigns, in common, with the Grantor, his heirs, successors and assigns:

- (1) Use of the water from existing water well located on adjoining property of Grantor which is shown on the survey as 1.3140 acres for domestic and household purposes, together with the right of an easement over adjoining property of Grantor for a water line to connect said water well to the herein described parcel and an easement over said adjoining property for a water line to connect said water well to the property described herein and an easement for maintenance, repair and replacement of the water line.

- (2) Use of the existing septic system located on adjoining property of Grantor which is shown on the survey as 1.3140 acres, together with an easement over said adjoining property for a sewer line to connect said septic system to the herein described parcel and an easement over said adjoining property for maintenance, repair and replacement of the sewer line.
- (3) Use of the existing access land or roadway which enters the adjoining property of Grantor from Legislative Route No. 17321 across, on and over adjoining property of vendor shown on the survey as 1.314 acres for ingress and egress for pedestrian and vehicular traffic, together with an easement for maintenance, repair and replacement.

**UNDER AND SUBJECT TO:**

- (1) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (2) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

**EXCEPTING AND RESERVING** to the Grantor, his heirs and assigns, all oil and gas and the right to remove and extract the same by any means whatsoever.

**BEING** the same premises granted and conveyed to Robert E. Freno, Jr. and Debra A. Freno, husband and wife, from Howard A. Shaw, Jr., single, by deed dated August 8, 1997 and recorded in the Recorder's Office of Clearfield County, Pennsylvania in Deed Book Volume 1866, at page 282.

**SUPPLEMENTAL MORTGAGE FOR INTEREST ONLY PERIOD**  
**NBOC BANK**

A division of First Commonwealth Bank  
PO BOX 400  
INDIANA, PA 15701  
**CONSTRUCTION LOAN RIDER**  
**OPEN-END MORTGAGE**  
(Secures Future Advances)

**\*\*\*AFFIX AS PAGE 1 TO MORTGAGE\*\*\***

THIS CONSTRUCTION LOAN RIDER is made on May 3, 2001, and is incorporated into (as new page 1) and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note or Adjustable Rate Note (the "Note") to

**NBOC BANK, a division of First Commonwealth Bank**

(the "Lender") of the same date, and covering the property described in the Security Instrument and located at:

RR 1 Box 177 Keener Road, Mahaffey, PA 15757  
(Property Address)

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

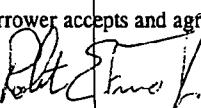
**A. CONSTRUCTION LOAN**

The Note evidences the Borrower's obligation to pay the maximum principal sum of \$71,200.00, which Lender has agreed to advance to Borrower to apply toward the costs of constructing a residence on the Property. The principal is to be advanced from time to time by Lender in proportion to the agreed stages of progress of the work done, as provided in a separate Construction Loan Agreement dated May 3, 2001, and any remaining balance of principal is to be advanced by Lender when the loan will convert to a permanent loan. Conversion of the loan to a permanent loan is scheduled to occur on November 1, 2001. Prior to such conversion, Borrower agrees to pay interest which accrues daily on the outstanding balance of advances at the interest rate provided in a Rider to Note dated the same day as the Note. Interest payments are due monthly, within 10 days of billing, beginning on the first day of the month after the first advance is made by Lender and on the first day of each following month up to and including the date the loan converts to a permanent loan. After such conversion, Borrower agrees to pay the Note in equal amortizing monthly payments of principal and accrued interest in the number, amount and on the due dates provided in the Note.

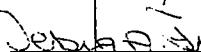
**B. PRIORITY OF LENDER'S LIEN FOR FUTURE ADVANCES**

This Mortgage is intended to cover all future advances which Lender is obligated to make to Borrower, up to the maximum amount of principal that may be outstanding at any time as shown above, to construct a residence on the Property, and, during this period, this Mortgage will be an Open-End Mortgage pursuant to Pennsylvania law. After the loan converts to a permanent loan, the Lender shall not be obligated to make any future advances of principal (but may, in its discretion, do so to protect its interests in the Property in those instances specifically described in the Mortgage), and this Construction Loan Rider shall end and no longer be of any force or effect.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Construction Loan Rider.

  
(Seal)

Robert E. Freno Jr.

  
(Seal)

Debra A. Freno

to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property, including, but not limited to, hazardous substances in consumer products.

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstate Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Witnesses:

Bettie M. Small  
Bettie M. Small

Robert E. Freno Jr.

(Seal)  
Robert E Freno Jr - Borrower

Debra A. Freno  
(Seal)  
Debra A Freno - Borrower

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, NBOC Bank, a division of First Commonwealth Bank, herein is as follows:

Punxsy Plaza Office, 573 W. Mahoning Street, Punxsutawney, PA 15767

Debra A. Freno  
Attorney or Agent for Mortgagor

[Space Below This Line For Acknowledgment]

## INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Jefferson

)  
) SS  
)

On this, the 3rd day of May, 2001, before me Bettie M. Small,  
the undersigned Notary Public, personally appeared Robert E Freno Jr and Debra A Freno, HUSBAND &  
WIFE, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Bettie M. Small

Notary Public issued for the State of PENNSYLVANIA

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Notary Seal  
Bettie M. Small, Notary Public  
Purcelltown Boro, Jefferson County  
My Commission Expires Feb. 18, 2008  
Member Pennsylvania Association of Notaries

**EXHIBIT "A"**

ALL that certain piece, parcel and tract of land situate, lying and being in BELL TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

**BEGINNING** at an iron pipe located on the Western right-of-way of U.S. Route No. 219, approximately 354 feet North from the intersection of the centerline of Township Route No. T-321 and the Western right-of-way of U.S. Route No. 219, said iron pipe being at the intersection of the Southwestern corner of land now or formerly of John D. Bouch and the Northeastern corner of the herein described parcel; thence along the Western right-of-way of U.S. Route No. 219, South 5° 14' 21" West for a distance of 190.76 feet to an iron pipe on line of land now or formerly of Howard A. Shaw, Jr.; thence along the line of land now or formerly of Howard A. Shaw, Jr., North 87° 40' 23" East for a distance of 243.62 feet to an iron pipe at a corner of land now or formerly of John D. Bouch; thence along the line of land now or formerly of John D. Bouch the following two (2) courses and distances:

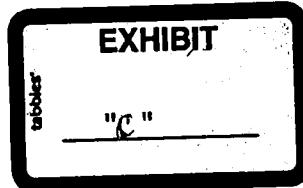
- (1) North 2° 19' 27" East for a distance of 189.10 feet to an iron pin, and
- (2) South 97° 40' 23" East for a distance of 218.51 feet to an iron pin on the Western right-of-way of U.S. Route No. 219, the place of beginning.

This piece or parcel of land contains 1.0031 acres as shown on the subdivision plan of Howard A. Shaw, Jr., prepared on May 27, 1997 by Frederick H. Shuss, P.E., labeled Drawing No. 1350-1 and recorded in Clearfield County in Map File No. 1350 and also as shown on the survey Drawing No. 1320-2 dated November 29, 1995 prepared by Fred H. Shuss, P.E.

Further identified in the Clearfield County Tax Assessment Office as Tax Map No. 102-0-A12-000-00015 (Control No. 49534).

**TOGETHER WITH** the following rights and privileges, easements and rights-of-way to Grantees, their heirs, successors and assigns, in common, with the Grantor, his heirs, successors and assigns:

- (1) Use of the water from existing water well located on adjoining property of Grantor which is shown on the survey as 1.3140 acres for domestic and household purposes, together with the right of an easement over adjoining property of Grantor for a water line to connect said water well to the herein described parcel and an easement over said adjoining property for a water line to connect said water well to the property described herein and an easement for maintenance, repair and replacement of the water line.



- (2) Use of the existing septic system located on adjoining property of Grantor which is shown on the survey as 1.3140 acres, together with an easement over said adjoining property for a sewer line to connect said septic system to the herein described parcel and an easement over said adjoining property for maintenance, repair and replacement of the sewer line.
- (3) Use of the existing access land or roadway which enters the adjoining property of Grantor from Legislative Route No. 17321 across, on and over adjoining property of vendor shown on the survey as 1.314 acres for ingress and egress for pedestrian and vehicular traffic, together with an easement for maintenance, repair and replacement.

**UNDER AND SUBJECT TO:**

- (1) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions which affect the premises and are visible by inspection of the premises.
- (2) Any and all exceptions, reservations, covenants, agreements, conveyances and restrictions contained in any and all prior deeds, grants and conveyances affecting the premises.

**EXCEPTING AND RESERVING** to the Grantor, his heirs and assigns, all oil and gas and the right to remove and extract the same by any means whatsoever.

**BEING** the same premises granted and conveyed to Robert E. Freno, Jr. and Debra A. Freno, husband and wife, from Howard A. Shaw, Jr., single, by deed dated August 8, 1997 and recorded in the Recorder's Office of Clearfield County, Pennsylvania in Deed Book Volume 1866, at page 282.

Date: February 2, 2007

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

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Debra A. Freno

PROPERTY ADDRESS: RR 1 Box 177, Keener Rd., Mahaffey, PA 15757

LOAN ACCT. NO.: 0151504896

ORIGINAL LENDER: NBOC

CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

EXHIBIT

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 177, Keener Rd., Mahaffey, PA 15757

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: December 1, 2006 thru February 1, 2007 totaling \$1,870.62

Other charges (explain/itemize): Late fees of \$218.26

**TOTAL AMOUNT PAST DUE: \$2,088.88**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,088.88, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately three (3) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- 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**

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

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1638**

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

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

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Date: February 2, 2007

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

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\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Robert E. Freno Jr.

PROPERTY ADDRESS: RR 1 Box 177, Keener Rd., Mahaffey, PA 15757

LOAN ACCT. NO.: 0151504896

ORIGINAL LENDER: NBOC

CURRENT LENDER/SERVICER: First Commonwealth Bank

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Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Ray Clawson

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

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

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

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

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**CERTIFIED MAIL**



CHINSTOWN PA 15725

05 FEB 2007 PM

alt.

k

16th St

7004 1350 0002 5717 4367

ED

**RETURNED  
TO SENDER  
UNCLAIMED**

ROBERT E FRENO JR  
RR 1 BOX 177  
KEENER RD  
MAHAFFEY PA 15757

CHINSTOWN PA 15725  
MAIL FROM ZIP CODE 15757

3.4  
12  
22

UNC

4575799801 ROOT

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

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

*PROTECT YOUR MAIL PLEASE*

Postage	\$ 103
Certified Fee	\$ 40
Return Receipt Fee (Endorsement Required)	\$ 85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 188

Postmark  
Héra

Send To: ROBERT E. FRENO JR.  
Street, Apt No.  
or PO Box No.  
RR 1 BOX 177 Keener Rd  
City, State, ZIP+4  
MahaFFEY PA 15757

PS Form 2800, June 2002  
See Reverse for Instructions

**EXHIBIT**

tabbed

"D"

**ER: COMPLETE THIS SECTION**

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

to Addressed to:

Robert E. Freno Jr.  
R 1 Box 177  
Lechner Rd  
Mahaffey PA 15757

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

Delivery Number 7004 1350 0002 5717 4367

(Transfer from service label)

Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



7004 1350 0002 5717 4381

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ESTED

DERBA A FRENO  
9548 BURNSIDE MCGEE HWY  
MAHAFFEY PA 15757

2.7  
12

NIXIE 185 1 25 02/23/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 15701040000 \*0596-02670-23-27

15701%0400



1350	2000	Postage	\$ 63
		Certified Fee	240
		Return Receipt Fee (Endorsement Required)	185
		Restricted Delivery Fee (Endorsement Required)	
		Total Postage & Fees	\$ 488

Sent To Debra A. Freno  
Street, Apt. No. 9548 Barnside McGee Hwy  
or PO Box No.   
City, State, ZIP-4 Monaca PA 15057

PLACE STICKER AT TOP OF ENVELOPE TO THE RETURN ADDRESS SIDE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Debra A. freno  
9548 Burnside McGee Hwy  
Muhaffey PA 15757

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

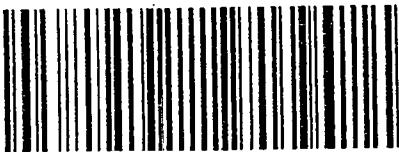
7004 1350 0002 5717 4381

PS Form 3811, February 2004

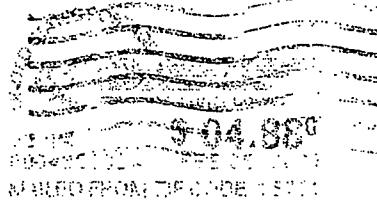
Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL**



7004 1350 0002 5717 4480



MAILED FROM THE STATE OF NORTH CAROLINA

al

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d 6th

TED

ROBERT E FRENO JR  
9548 BURNSIDE MCGEE HWY  
MAHAFFEY PA 15757

NIXIE 163 1 25 02/23/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 15701

\*0595-02673-23-27

11111111111111111111

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

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

7004 1350 0002 5717 4480  
H. E. F. M. A. G. A. D. U. V. P. B. E. E.

Postage	\$ 103	
Certified Fee	240	
Return Receipt Fee (Endorsement Required)	185	Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 488	

7004 1350 0002 5717  
Sent To: Robert E. Freno Jr.  
Street, Apt. No.  
or PO Box No. 9548 Burnside  
City, State, ZIP+4 MAHAFFEY PA 15757

PS Form 3800 (June 2001)

Import  
Internet  
address

Reversal

**RECIPIENT: COMPLETE THIS SECTION**

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

Delivery Addressed to:

Robert E. Freno Jr.  
1548 Burnside N'Gee Hwy.  
Wheatley PA 15757

**SHIPPER: COMPLETE THIS SECTION ON DELIVERY****A. Signature****X** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:  No

**3. Service Type**

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

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

Delivery Number

(Transfer from service label)

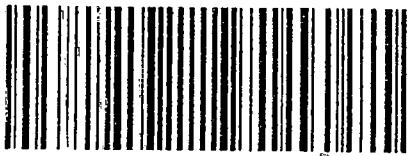
2004 1350 0002 5717 4480

Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

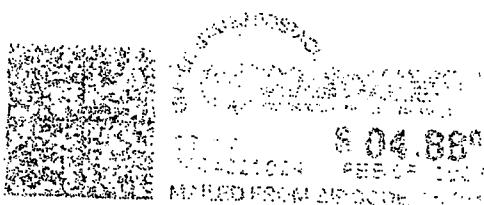
**CERTIFIED MAIL**



health

ink  
nd 6th Stre

7004 1350 0002 5717 4374



STED

DEBRA A FRENO  
RR 1 BOX 177  
KEENER RD  
MAHAFFE

NIXIE 165 1 25 02/23/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 15701

\*0596-02672-23-27

12  
12

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

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

7004 1350 0002 5717 4374

Postage	\$ 63
Certified Fee	340
Return Receipt Fee (Endorsement Required)	185
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 488

Postmark  
Here

Sent To  
Debra A Freno  
Street, Apt. No.  
or PO Box No.  
City, State, ZIP

Postage & Fees  
June 2002  
See reverse side for instructions

**UNDER: COMPLETE THIS SECTION**

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

Article Addressed to:

edra A. Freno  
R 1 Box 177  
Scener Rd  
Mahaffey PA 15757

Article Number

ansfer from service label)

Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

7004 1350 3002 5717 4374

Domestic Return Receipt

102595-02-M-1540

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

NBOC BANK, now FIRST  
COMMONWEALTH BANK, : NO. 07 - 853 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
ROBERT E. FRENO, JR. and, : TYPE OF PLEADING: PRAECIPE TO  
DEBRA A. FRENO, : SETTLE, DISCONTINUE AND END  
DEFENDANTS : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 25 EAST PARK AVENUE, SUITE 6  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED <sup>No</sup> <sub>CC# 1 Cert</sub>  
09/13 cm of disc issued  
SEP 07 2007 to *Att Mohney*

William A. Shaw  
Prothonotary/Clerk of Courts

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

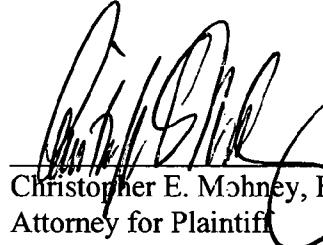
NBOC BANK, now FIRST COMMONWEALTH BANK,	:	NO. 07 – 853 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
ROBERT E. FRENO, JR. and DEBRA A. FRENO,	:	
DEFENDANTS	:	

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Kindly mark the above-captioned matter settled, discontinued and ended.

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**NBOC Bank**  
**First Commonwealth Bank**

Vs. No. 2007-00853-CD  
**Robert E. Freno Jr.**  
**Debra A. Freno**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 7, 2007, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by First Commonwealth Bank.

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



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102861  
NO: 07-853-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBC BANK now FIRST COMMONWEALTH BANK  
VS.  
DEFENDANT: ROBERT E. FRENO JR. and DEBRA A. FRENO

**SHERIFF RETURN**

---

NOW, June 20, 2007 AT 9:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT E. FRENO JR. DEFENDANT AT RR#1 BOX 177aka 9548 BURNSIDE MCGEE HWY., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA FRENO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
01/31/2007  
OCT 17 2007  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102861  
NO: 07-853-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BANK now FIRST COMMONWEALTH BANK  
VS.  
DEFENDANT: ROBERT E. FRENO JR. and DEBRA A. FRENO

**SHERIFF RETURN**

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NOW, June 20, 2007 AT 9:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA A. FRENO DEFENDANT AT RR#1 BOX 177aka 9548 BURNSIDE MCGEE HWY., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA A. FRENO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102861  
NO: 07-853-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NBOC BANK now FIRST COMMONWEALTH BANK

vs.

DEFENDANT: ROBERT E. FRENO JR. and DEBRA A. FRENO

**SHERIFF RETURN**

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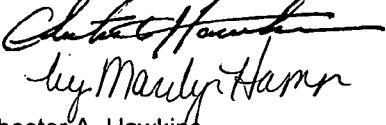
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FIRST COMM	160544	20.00
SHERIFF HAWKINS	FIRST COMM	160544	45.75

Sworn to Before Me This

So Answers,

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

  
by   
Chester A. Hawkins  
Sheriff