

07-1026-CD  
First Comm Bank vs W. Smith

2007-1026-CD  
First Commonwealth vs Wesley Smith et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

Defendants.

Case No. 07-10210-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

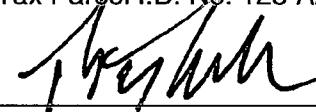
Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

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

65 Strosky Road  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 128-A2-450-15

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank

FILED Atty pd. 85.00  
m/2/17/07  
JUN 28 2007 cc Sheriff  


William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. \_\_\_\_\_  
)  
vs. )  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
)  
Defendants. )

**IMPORTANT NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. \_\_\_\_\_  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

1. Plaintiff, First Commonwealth Bank (the "Bank"), is a banking association with business offices at 654 Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Wesley J. Smith and Michelle C. Smith ("Borrowers"), are adult individuals whose last known address is 65 Strosky Road, DuBois, Pennsylvania 15801.
3. On or about March 13, 2006, Borrowers executed and delivered a Promissory Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$142,811.17, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated March 13, 2006 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in the Township of Sandy, County of Clearfield,

Pennsylvania (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") on March 21, 2006 at Instrument No. 200604241. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payments when due. The last payment made to the Bank by Borrowers on the Note and Mortgage was on September 25, 2006, resulting in Borrowers remaining due and owing on the Note and Mortgage for October 13, 2006, and all subsequent payments to date.

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

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

8. On or about May 17, 2007, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of May 16, 2007 is as follows:

Principal.....	\$ 121,401.08
Interest through May 16, 2007 .....	6,643.84
(per diem \$26.978015)	
Late Fees .....	0.00
Costs .....	to be added
Attorney's Fees.....	<u>to be added</u>
 TOTAL.....	\$ 128,044.92

10. The total amount now due to the Bank under the Note and Mortgage as of May 16, 2007 was One Hundred Twenty-Eight Thousand Forty-Four and 92/100 Dollars (\$128,044.92), plus interest accruing from May 16, 2007 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of One Hundred Twenty-Eight Thousand Forty-Four and 92/100 Dollars (\$128,044.92), plus continuing interest at the contract rate from May 16, 2007, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
Plaintiff

30000.1:BF  
11555-131484

## PROMISSORY NOTE

Principal \$142,811.17	Loan Date 03-13-2006	Maturity 03-13-2009	Loan No. 89003	Call / Coll.	Account 9190608078	Officer ***	Initials LJK
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.							

**Borrower:** Wesley J Smith (SSN: 190-60-8078)  
Michelle C Smith (SSN: 166-68-7179)  
65 Strosky Road  
DuBois, PA 15801

**Lender:** FIRST COMMONWEALTH BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801  
(800) 711-2265

**Principal Amount:** \$142,811.17

**Interest Rate:** 8.000%

**Date of Note:** March 13, 2006

**PROMISE TO PAY.** Wesley J Smith and Michelle C Smith ("Borrower") jointly and severally promise to pay to FIRST COMMONWEALTH BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Forty-two Thousand Eight Hundred Eleven & 17/100 Dollars (\$142,811.17), together with interest at the rate of 8.000% per annum on the unpaid principal balance from March 13, 2006, until paid in full.

**PAYMENT.** Borrower will pay this loan in 36 payments of \$4,483.86 each payment. Borrower's first payment is due April 13, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 13, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT PENALTY.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: In the event of the payment in full of this Promissory Note prior to twelve (12) months to the Maturity Date with funds obtained from another financial institution, the Borrower promises to pay a penalty equal to one percent (1%) of the principal amount outstanding at the time of Prepayment. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST COMMONWEALTH BANK, Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**EXPENSES.** If Lender institutes any suit or action to enforce any of the terms of this Note, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the loan payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by Mortgage of even date herewith on real estate described in Clearfield County Deed Book Instrument Number 199914163.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year

**PROMISSORY NOTE**  
**(Continued)**

Loan No: 89003

Page 2

of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. Borrower and Lender agree that the one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim and that the provision shall survive any termination of the Agreement.

**LATE CHARGE.** A late charge will be assessed in the amount of 5% of the regular payment or portion thereof that remains unpaid for more than ten (10) days beyond the due date. The minimum late charge amount is \$25.00. This charge will be immediately due and payable.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower: (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

  
Wesley J. Smith (Seal)

  
Michelle Q. Smith (Seal)

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**  
**FIRST COMMONWEALTH BANK**

Instrument Number - 200604241

Recorded On 3/21/2006 At 10:01:39 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 145543

\* Mortgagor - SMITH, WESLEY J

\* Mortgagee - FIRST COMMONWEALTH BANK

\* Customer - FIRST COMMONWEALTH BANK

**\* FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$10.00

RECORDING FEES - \$21.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL \$36.50

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



*Karen L. Starck*

**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

**EXHIBIT**

*B*

tabbies

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 145543  
0101-RECEIPT CRC

-- CHARGES --

#001 MORTGAGE \$36.50

Instrument Number - 200604241  
Recorded on - Mar 21, 2006 10:01:39 AM

Total Pages: 9

Muni - SANDY TOWNSHIP

Mortgagor - SMITH, WESLEY J

Mortgagee - FIRST COMMONWEALTH BANK

Consideration - \$142,811.17

Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$8.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$36.50

-- PAYMENTS --

CHECK: 1164820 \$36.50

TOTAL PAYMENTS \$36.50

AMOUNT DUE \$36.50  
PAYMENT ON INVOICE (\$36.50)  
BALANCE DUE \$0.00

Customer ID: FCB  
FIRST COMMONWEALTH BANK

THANK YOU  
KAREN L. STARCK  
REGISTER & RECORDER  
COUNTY # 17  
03/21/2006 10:01:28 AM

**Parcel Identification  
Number:**

**RECORDATION  
REQUESTED BY:**  
FIRST COMMONWEALTH  
BANK  
Downtown Dubois Office  
2 East Long Avenue  
P.O. Box 607A  
Dubois, PA 15801

**WHEN RECORDED MAIL**

**TO:**  
First Commonwealth Bank  
FCB Loan Services -  
Commercial Loans  
654 Philadelphia Street  
Indiana, PA 15701

**SEND TAX NOTICES TO:**

Wesley J Smith  
Michelle C Smith  
65 Strosky Road  
DuBois, PA 15801

**FOR RECORDER'S USE ONLY**

**MORTGAGE**

**Amount Secured Hereby:** \$142,811.17

**THIS MORTGAGE** dated March 13, 2006, is made and executed between Wesley J Smith and Michelle C Smith; HUSBAND & WIFE (referred to below as "Grantor") and FIRST COMMONWEALTH BANK, whose address is 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Clearfield County, Commonwealth of Pennsylvania:

All that certain parcel situate in the Township of Sandy, County of Clearfield, Commonwealth of Pennsylvania, being the same premises which became vested in the mortgagor by deed dated August 16, 1999 and recorded on August 27, 1999 in Clearfield County Deed Book Instrument Number 199914163 said parcel being more particularly described in the attached Exhibit "A"

The Real Property or its address is commonly known as 65 Strosky Road, DuBois, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$142,811.17, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and

wavers any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen

(15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the

**MORTGAGE**  
**(Continued)**

Loan No: 89003

Page 4

Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of

**MORTGAGE  
(Continued)**

Loan No: 89003

Page 5

a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the

**MORTGAGE**  
**(Continued)**

Loan No: 89003

Page 6

Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Wesley J Smith and Michelle C Smith and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Wesley J Smith and Michelle C Smith.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means FIRST COMMONWEALTH BANK, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 13, 2006, in the original principal amount of \$142,811.17 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X *Wesley J. Smith* (Seal)  
Wesley J. Smith

X *Michelle C. Smith* (Seal)  
Michelle C. Smith

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, FIRST COMMONWEALTH BANK, herein is as follows:  
Downtown Dubois Office, 2 East Long Avenue, P.O. Box 607A, Dubois, PA 15801

*Les J. Kubacki A.N.P.*  
Attorney or Agent for Mortgagee

### INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

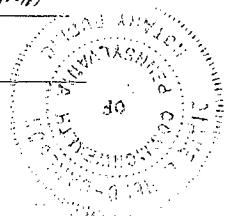
)  
) SS  
)

*Diane L. Reed-Carlson* On this, the 13th day of MARCH, 20 06, before me \_\_\_\_\_  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Notary Public in and for the State of PENNSYLVANIA  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Diane L. Reed-Carlson, Notary Public  
City of Dubois, Clearfield County  
My Commission Expires July 23, 2009  
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

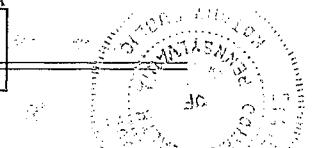
)  
) SS  
)

*Diane L. Reed-Carlson* On this, the 13th day of MARCH, 20 06, before me \_\_\_\_\_  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Notary Public in and for the State of PENNSYLVANIA  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Diane L. Reed-Carlson, Notary Public  
City of Dubois, Clearfield County  
My Commission Expires July 23, 2009  
Member, Pennsylvania Association of Notaries



**EXHIBIT "A"**  
**Mortgage given to First Commonwealth Bank**  
**By Wesley J Smith and Michelle C Smith**

ALL that certain Lot, Parcel of ground, situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**First Parcel**

BEGINNING at a post at the corner of Spackman Avenue, and Lot No. 14 Sec. N or DuBois Land Company's Plat; thence South 51° 58' East 50 feet to a post at Lot No. 16; thence North 38° 02' East 150 feet to a post at an alley; thence North 51° 58' West 50 feet to a post at Lot No. 14; thence South 38° 02' West 150 feet to a post at Spackman Avenue and place of beginning.

**Second Parcel**

BEGINNING at a post at Spackman Avenue at corner of Lot No. 15; thence by Spackman Avenue North 51° 58' West 50 feet to a post at Lot No. 13; thence North 38° 2' East 150 feet to a post at an alley; thence by said alley South 51° 58' East 50 feet to a post at Lot No. 15; thence by Lot No. 15 South 38° 2' West 150 feet to a post at Spackman Avenue and place of beginning.

BEING the same premises conveyed by Darla E Smith, a single individual, to the mortgagors, Wesley J Smith and Michelle C Smith, husband and wife, in deed dated August 16, 1999 and recorded on August 27, 1999 in Clearfield County Deed Book Instrument Number 199914163.

Being Uniform Parcel Identifier # 128-A2-450-15

MICHELLE C SMITH, WIFE OF WESLEY J SMITH, JOINS IN THE MORTGAGE FOR THE PURPOSE OF SUBJECTING THERETO ANY INTEREST SHE MAY HAVE IN THE PREMISES UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

Date: May 17, 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 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 NOTIFICATIONCION 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 MENCIIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO " HOMEOWNER EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Wesley J. Smith  
65 Strosky Road  
DuBois, PA 15801

ACCT. NO.: 9190608078-89003

ORIGINAL LENDER: First Commonwealth Bank

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 of 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 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 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 (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 assistance are very limited. They will be disbursed by the Agency under 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.

**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:  
65 Strosky Road, DuBois, Pennsylvania 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE THE MONTHLY PAYMENTS due for October, 2006 through May, 2007, each in the amount of \$4,483.86, and the following amounts are now past due:

Current Principal through 05/16/07:	\$ 29,334.95
Interest through 05/16/07	
(per diem \$26.978015):	6,643.84
Late Fees (through 05/16/07):	N/A
Other Costs:	
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$ 35,978.79</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: N/A

**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 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 \$35,978.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES THAT 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  
Attention: Gary R. Carpenter, Loan Workout Officer I  
654 Philadelphia Street  
P. O. Box 400  
Indiana, Pennsylvania 15701-0400  
Telephone: (724) 463-2415

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:  
N/A

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the 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 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 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 you 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: 654 Philadelphia Street  
P. O. Box 400  
Indiana, Pennsylvania 15701-0400  
Phone Number: (724) 463-2415  
Fax Number: (724) 463-2581  
Contact Person: Gary R. Carpenter, Loan Workout Officer I

**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 THE MORTGAGE** - You        may or XX may not 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 THE 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 THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,  
TUCKER ARENSBERG, P.C.

By:

  
Thomas E. Reiber, Esquire  
Attorneys for First Commonwealth Bank

pc: Mr. Gary R. Carpenter

## **COUNSELING AGENCIES SERVING CLEARFIELD COUNTY**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

300008.1:BF  
11555-131484

Date: May 17, 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 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 NOTIFICATIONCION 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 EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Michelle C. Smith  
65 Strosky Road  
DuBois, PA 15801

ACCT. NO.: 9190608078-89003

ORIGINAL LENDER: First Commonwealth Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

**TEMPORARY STAY OF FORECLOSURE** – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days of 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 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 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 (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 assistance are very limited. They will be disbursed by the Agency under 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.

**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:  
65 Strosky Road, DuBois, Pennsylvania 15801

IS SERIOUSLY IN DEFAULT because:

**C. YOU HAVE NOT MADE THE MONTHLY PAYMENTS due for October, 2006 through May, 2007, each in the amount of \$4,483.86, and the following amounts are now past due:**

Current Principal through 05/16/07:	\$ 29,334.95
Interest through 05/16/07	
(per diem \$26.978015):	6,643.84
Late Fees (through 05/16/07):	N/A
Other Costs:	
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$ 35,978.79</b>

**D. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: N/A**

**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 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 \$35,978.79, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES THAT 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  
Attention: Gary R. Carpenter, Loan Workout Officer I  
654 Philadelphia Street  
P. O. Box 400  
Indiana, Pennsylvania 15701-0400  
Telephone: (724) 463-2415

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:  
N/A

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the 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 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 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 you 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: 654 Philadelphia Street  
P. O. Box 400  
Indiana, Pennsylvania 15701-0400  
Phone Number: (724) 463-2415  
Fax Number: (724) 463-2581  
Contact Person: Gary R. Carpenter, Loan Workout Officer I

**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 THE MORTGAGE** - You \_\_\_\_\_ may or XX may not 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 THE 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 THE RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

TUCKER ARENSBERG, P.C.

By:

  
Thomas E. Reiber, Esquire  
Attorneys for First Commonwealth Bank

pc: Mr. Gary R. Carpenter

## **COUNSELING AGENCIES SERVING CLEARFIELD COUNTY**

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

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

300008.1:BF  
11555-131484

**VERIFICATION**

I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Loan Workout Officer I, I am duly authorized to make this authorization on behalf of the Bank.



Gary R. Carpenter, Loan Workout Officer I  
First Commonwealth Bank

30000.1:BF  
11555-131484

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102953  
NO: 07-1026-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: WESLEY J. SMITH and MICHELLE C. SMITH

SHERIFF RETURN

NOW, July 27, 2007 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WESLEY J. SMITH DEFENDANT AT 176 MERRIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WESLEY J. SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 65 STROSKY ROAD, DUBOIS, Pa. "VACANT".

SERVED BY: COUDRIET /

FILED  
07-00701  
NOV 13 2007  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102953  
NO: 07-1026-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK  
vs.  
DEFENDANT: WESLEY J. SMITH and MICHELLE C. SMITH

**SHERIFF RETURN**

---

NOW, July 27, 2007 AT 2:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE C. SMITH DEFENDANT AT 176 MERRIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO WESLEY SMITH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 65 STROSKY ROAD, DUBOIS PA. "VACANT"

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102953  
NO: 07-1026-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: FIRST COMMONWEALTH BANK

VS.

DEFENDANT: WESLEY J. SMITH and MICHELLE C. SMITH

**SHERIFF RETURN**

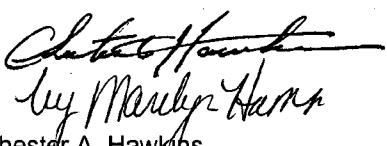
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ARENSBERG	301837	20.00
SHERIFF HAWKINS	ARENSBERG	301837	60.86

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

FILED

NOV 19 2007

10:50 AM

William A. Shaw

Prothonotary/Clerk of Courts

NOV 20 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NOTICE TO DEFT'S

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telephone: (412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, )  
vs. ) No. 07-1026-CD  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$137,305.09, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 128,044.92
Interest from 05/17/07 through 11/15/07 (per diem \$26.978015) .....	4,990.93
Late Fees (5% \$4,483.86/mo. pmt. or \$224.19/mo. for months of May through October, 2007) .....	1,569.33
Legal Fees and Costs through November 13, 2007.....	<u>2,699.91</u>
<b>TOTAL.....</b>	<b>\$ 137,305.09</b>

I hereby certify that the appropriate Notices of Default, as attached, have been mailed in accordance with PA R.C.P. 237.1 on the date indicated on the Notices.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

Plaintiff : First Commonwealth Bank  
c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendants: Wesley J. Smith, 176 Meriss Avenue, DuBois, PA 15801  
Michelle C. Smith, 176 Meriss Avenue, DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 07-1026-CD  
)  
vs. )  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
)  
Defendants. )

TO: Wesley J. Smith  
176 Meriss Avenue  
DuBois, PA 15801

DATE OF NOTICE: August 17, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
100 South Street  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon Defendant, Wesley J. Smith, by depositing same in the United States Mail, first class postage prepaid, on the 17th day of August, 2007 at the following address:

Wesley J. Smith  
176 Meriss Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By: 

\_\_\_\_\_  
Thomas E. Reiber, Esquire

305886.1:BF  
11555-131484

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 07-1026-CD  
)  
vs. )  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
)  
Defendants. )

TO: Michelle C. Smith  
176 Meriss Avenue  
DuBois, PA 15801

DATE OF NOTICE: August 17, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
100 South Street  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Notice was served upon Defendant, Michelle C. Smith, by depositing same in the United States Mail, first class postage prepaid, on the 17th day of August, 2007 at the following address:

Michelle C. Smith  
176 Meriss Avenue  
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

305886.1:BF  
11555-131484

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 07-1026-C.D.  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

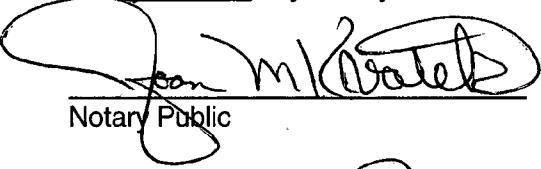
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA ) SS:

I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Wesley J. Smith and Michelle C. Smith, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

  
Gary R. Carpenter, Loan Workout Officer I  
First Commonwealth Bank

Sworn to and subscribed before me

this 21st day of May, 2007.

  
Notary Public

My Commission Expires:

June 2, 2007 30000.1:BF/#11555-131484

**NOTARIAL SEAL**  
Joan M. Kvatek, Notary Public  
Indiana Boro, Indiana County, PA  
My Commission Expires June 2, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
	)	
Plaintiff,	)	
vs.	)	No. 07-1026-CD
	)	
WESLEY J. SMITH and	)	
MICHELLE C. SMITH,	)	
	)	
Defendants.	)	

**NOTICE OF JUDGMENT**

To: Wesley J. Smith  
176 Meriss Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on Nov. 19, 2007, 2007, in the amount of **\$137,305.09**, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.



\_\_\_\_\_  
Prothonotary, Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
vs. )  
Plaintiff, ) No. 07-1026-CD  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**NOTICE OF JUDGMENT**

To: Michelle C. Smith  
176 Meriss Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on Nov. 19, 2007, 2007, in the amount of **\$137,305.09**, plus continuing interest  
at the contract rate together with costs, late charges, and attorneys fees.



---

Prothonotary, Clearfield County

FILED

DEC 06 2007

111151W

William A. Shaw

Prothonotary/Clerk of Courts

1 CIVIL + 6 WANTS TO

517PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

PRAECIPE TO ISSUE  
WRIT OF EXECUTION IN  
MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

CERTIFICATE OF ADDRESS:

65 Strosky Road  
DuBois, Pennsylvania 15801  
Tax Parcel I.D. No. 128-A2-450-15

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 07-1026-CD  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount.....	\$137,305.09
Interest from 11/16/07 through 12/31/07 (per diem \$26.978015).....	1,214.01
Late Charges (5% of \$4,483.86/mo. pmt. or \$224.19/mo. for months of November and December, 2007).....	448.38
Foreclosure Fees .....	<u>800.00</u>
Sub-total.....	\$139,767.48
Additional Interest to Sale Date (to be added by Prothonotary) .....	_____
Additional Late Charges to Date of Sale (to be added by Prothonotary) .....	_____
Costs (to be added by the Prothonotary) .....	_____
Total.....	\$ _____

TUCKER ARENSBERG, P.C. Prothonotary costs \$125. -

  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

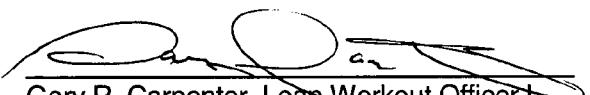
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 07-1026-CD  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**AFFIDAVIT OF NON-MILITARY SERVICE**

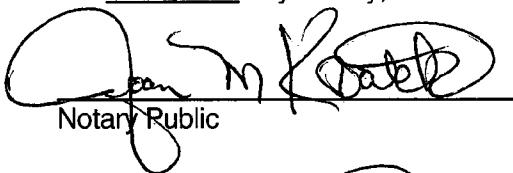
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF INDIANA ) SS:

I, Gary R. Carpenter, Loan Workout Officer I, First Commonwealth Bank, being duly sworn according to law, hereby depose and say that the Defendants, Wesley J. Smith and Michelle C. Smith, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

  
Gary R. Carpenter, Loan Workout Officer I  
First Commonwealth Bank

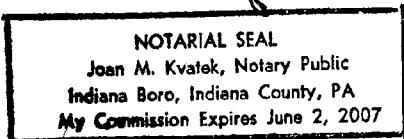
Sworn to and subscribed before me

this 21st day of May, 2007.

  
Notary Public

My Commission Expires: June 2, 2007

30000.1:BF/#11555-131484



William A Shaw  
Prothonotary/Clerk of Courts

DEC 06 2007

**FILED**

SEARCHED	INDEXED
SERIALIZED	FILED
DEC 10 2007	
CLERK'S OFFICE, CO. CLERK, CO. CLERK	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

Defendants.

CIVIL DIVISION

No. 07-1026-CD

AFFIDAVIT PURSUANT TO  
PA. R.C.P. 3129.1

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

**AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1**

FIRST COMMONWEALTH BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 65 Strosky Road, DuBois, Pennsylvania 15801 (Tax Parcel I.D. No. 128-A2-450-15:

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

WESLEY J. SMITH and 176 Meriss Avenue  
MICHELLE C. SMITH DuBois, Pennsylvania 15801

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

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK, c/o Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

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

FIRST COMMONWEALTH BANK, c/o Thomas E. Reiber, Esquire  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222

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

UNKNOWN

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

CLEARFIELD COUNTY TREASURER P. O. Box 289  
Clearfield, Pennsylvania 16830

CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse  
1 North Second Street  
Clearfield, Pennsylvania 16830

SANDY TOWNSHIP

c/o Lee Ann Collins, Tax Collector  
P. O. Box 252  
DuBois, Pennsylvania 15801

DUBOIS AREA  
SCHOOL DISTRICT

c/o Lee Ann Collins, Tax Collector  
P. O. Box 252  
DuBois, Pennsylvania 15801

CLEARFIELD COUNTY

c/o Lee Ann Collins, Tax Collector  
P. O. Box 252  
DuBois, Pennsylvania 15801

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

CLEARFIELD COUNTY  
DOMESTIC RELATIONS

230 E. Market Street  
Clearfield, Pennsylvania 16830

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

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

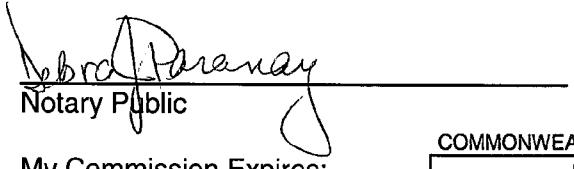
TUCKER ARENSBERG, P.C.

Dated: Dec. 3, 2007

By:

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31 day of December, 2007.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Debra J. Paranay, Notary Public	
City Of Pittsburgh, Allegheny County	
My Commission Expires May 9, 2009	

313004.1:BF/#11555-26422

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

AFFIDAVIT OF ACT 6

WESLEY J. SMITH and  
MICHELLE C. SMITH,

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Plaintiff,	)	No. 07-1026-CD
vs.	)	
WESLEY J. SMITH and	)	
MICHELLE C. SMITH,	)	
Defendants.	)	
COMMONWEALTH OF PENNSYLVANIA	)	
COUNTY OF ALLEGHENY	)	SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was sent to Defendants on or about May 17, 2007.



\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

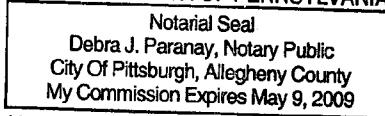
Sworn to and subscribed before me  
this 3rd day of December, 2007.



\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

313004.1:BF  
11555-131484

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

AFFIDAVIT OF ACT 91

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 07-1026-CD  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

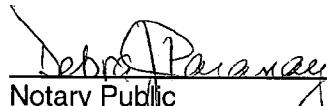
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and  
County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and  
says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91  
(35 P.S. §§1680.401c, et seq.), was sent to Defendants on or about May 17, 2007.



\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 31 day of December, 2007.



\_\_\_\_\_  
Debra J. Paranay  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Debra J. Paranay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2009

Member, Pennsylvania Association of Notaries

313004.1:BF  
11555-131484

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

AFFIDAVIT OF LAST KNOWN  
ADDRESS OF DEFENDANTS

Defendants.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Plaintiff,	)	No. 07-1026-CD
vs.	)	
WESLEY J. SMITH and	)	
MICHELLE C. SMITH,	)	
Defendants.	)	
COMMONWEALTH OF PENNSYLVANIA	)	
COUNTY OF ALLEGHENY	)	SS:

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Thomas E. Reiber, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is 176 Meriss Avenue, DuBois, Pennsylvania 15801.

# TUCKER ARENSBERG, P.C.

Thomas E. Reiber, Esquire  
Attorney for First Commonwealth Bank, Plaintiff

Sworn to and subscribed before me  
this 3rd day of December, 2007.

Notary Public

My Commission Expires:

313004.1:BF/#11555-131484

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Debra J. Paranay, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 9, 2009

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

First Commonwealth Bank,

Vs.

NO.: 2007-01026-CD

Wesley J. Smith, and  
Michelle C. Smith,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

(1) See Attached Legal Description of Real Estate

(2)

AMOUNT DUE/PRINCIPAL: \$139,767.48  
INTEREST FROM: \$  
ATTY'S COMM: \$  
DATE: 12/06/2007

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Thomas E. Reiber, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
412-566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Plaintiff, ) No. 07-1026-CD  
vs. )  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
Defendants. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain pieces or parcels of land lying, situate and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

**THE FIRST THEREOF:** BEGINNING at a post at the corner of Spackman Avenue, and Lot No. 14. Sec. N of DuBois Land Company's Plat; thence South 51° 58' East 50 feet to a post at Lot No. 16; thence North 38° 02' East 150 feet to a post at an alley; thence North 51° 58' West 50 feet to a post at Lot No. 14; thence South 38° 02' West 150 feet to a post at Spackman Avenue and place of beginning. BEING known as Lot No. 15 Sec. N of DuBois Land Company's Plat.

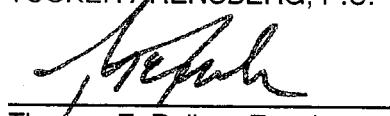
**THE SECOND THEREOF:** BEGINNING at a post at Spackman Avenue at corner of Lot No. 15; thence by Spackman Avenue North 51° 58' West 50 feet to a post at Lot No. 13; thence North 38° 2' East 150 feet to a post at an alley; thence by said alley South 51° 58' East 50 feet to a post at Lot No. 15; thence by Lot No. 15 South 38° 2' West 150 feet to a post at Spackman Avenue and place of beginning. BEING Lot No. 14 in Section N of the plan of lots of the DuBois Land Improvement Company.

HAVING erected thereon a dwelling known as 65 Strosky Road, DuBois, PA

BEING the same premises granted and conveyed unto Wesley J. Smith by Deed of Darla E. Smith, a single person, dated August 16, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on August 27, 1999 at Instrument No. 199914163.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 128-A2-450-15.

TUCKER ARENSBERG, P.C.



Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

No. 07-1026-CD

vs.

WESLEY J. SMITH and  
MICHELLE C. SMITH,

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO LIEN CREDITORS  
PURSUANT TO PA. R.C.P. 3129

Defendant.

Filed on behalf of FIRST  
COMMONWEALTH BANK, Plaintiff

Counsel of record for this party:

Thomas E. Reiber, Esquire  
Pa. I.D. No. 41825  
Michael J. Stauber, Esquire  
Pa. I.D. No. 201022  
TUCKER ARENSBERG, P.C.  
Firm #287  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212

SALE DATE: MARCH 7, 2008

FILED NOCC  
M 11:00 AM  
FEB 20 2008  
GR

William A. Shaw  
Prothonotary/Clerk of Courts

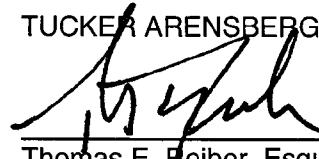
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 07-1026-CD  
)  
vs. )  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
)  
Defendants. )

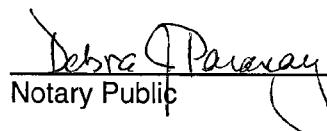
**VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest by first class mail on the 18th day of January, 2008, as evidenced by P.S. Form 3817 attached hereto as Exhibit "A".

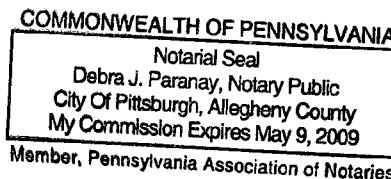
TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire

Sworn to and subscribed before me  
this 18th day of February, 2008.

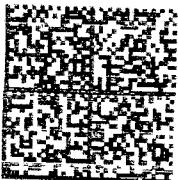
  
\_\_\_\_\_  
Notary Public

My Commission Expires:



318355.1:BF/#11555-131484

Name and Address of Sender		Indicate Type of Mail: Registered for Insured merchandise		Check Appropriate block for Registered Mail: With Postal Insurance Without Postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt							
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	RR Fee	SD Fee	SH Fee	Resi. Del. Fee Remarks	
1		Clearfield County Treasurer P. O. Box 289 Clearfield, PA 16830	.41	.35									
2		Clearfield County Tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830	.41	.35									
3		Sandy Township c/o Lee Ann Collins, Tax Collector P. O. Box 252 DuBois, PA 15801	.41	.35									
4		DuBois Area School District c/o Lee Ann Collins, Tax Collector P. O. Box 252 DuBois, PA 15801	.41	.35									
5		Clearfield County c/o Lee Ann Collins, Tax Collector P. O. Box 252 DuBois, PA 15801	.41	.35									
6		Clearfield County Domestic Relations 230 E. Market Street Clearfield, PA 16830	.41	.35									
7			.41	.35									
8			.41	.35									
9			.41	.35									
10			.41	.35									
11			.41	.35									



016H16505103  
\$02.10  
01/18/2008  
Mailed From 15222  
US POSTAGE

EXHIBIT

Sample

313017.1.BF

6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20699  
NO. 07-1026

PLAINTIFF: FIRST COMMONWEALTH BANK

vs.

DEFENDANT: WESLEY J. SMITH AND MICHELLE C. SMITH

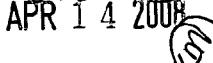
Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 12/6/2007

LEVY TAKEN 12/31/2007 @ 12:04 PM  
POSTED 12/31/2007 @ 12:10 PM  
SALE HELD 3/7/2008  
SOLD TO FIRST COMMONWEALTH BANK  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 4/14/2008  
DATE DEED FILED 4/14/2008

PROPERTY ADDRESS 65 STROSKY ROAD DUBOIS , PA 15801

**FILED**  
07241081  
APR 14 2008  


William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

1/11/2008 @ 1:00 PM SERVED WESLEY J. SMITH

SERVED WESLEY J. SMITH, DEFENDANT, AT HIS RESIDENCE 176 MERISS AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELIZABETH A. SMITH, MOTHER/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

1/11/2008 @ 1:00 PM SERVED MICHELLE C. SMITH

SERVED MICHELLE C. SMITH, DEFENDANT, AT HER RESIDENCE 176 MERISS AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ELIZABETH A. SMITH, MOTHER-IN-LAW/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20699  
NO: 07-1026

PLAINTIFF: FIRST COMMONWEALTH BANK

VS.

DEFENDANT: WESLEY J. SMITH AND MICHELLE C. SMITH

Execution REAL ESTATE

**SHERIFF RETURN**

---

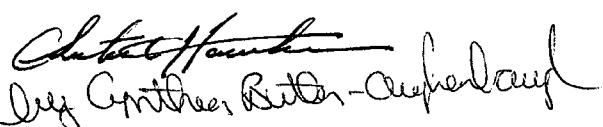
SHERIFF HAWKINS \$256.21

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

First Commonwealth Bank,

Vs.

NO.: 2007-01026-CD

Wesley J. Smith, and  
Michelle C. Smith,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

(1) See Attached Legal Description of Real Estate

(2)

AMOUNT DUE/PRINCIPAL: \$139,767.48  
INTEREST FROM: \$  
ATTY'S COMM: \$  
DATE: 12/06/2007

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 6<sup>th</sup> day  
of December A.D. 2007  
At 3:00 A.M./P.M.

Chesna A. Hawkeis  
Sheriff Sgt. Cynthia Butler-Casperday

Requesting Party: Thomas E. Reiber, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
412-566-1212

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
)  
Plaintiff, ) No. 07-1026-CD  
)  
vs. )  
)  
WESLEY J. SMITH and )  
MICHELLE C. SMITH, )  
)  
Defendants. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain pieces or parcels of land lying, situate and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

**THE FIRST THEREOF:** BEGINNING at a post at the corner of Spackman Avenue, and Lot No. 14. Sec. N of DuBois Land Company's Plat; thence South 51° 58' East 50 feet to a post at Lot No. 16; thence North 38° 02' East 150 feet to a post at an alley; thence North 51° 58' West 50 feet to a post at Lot No. 14; thence South 38° 02' West 150 feet to a post at Spackman Avenue and place of beginning. BEING known as Lot No. 15 Sec. N of DuBois Land Company's Plat.

**THE SECOND THEREOF:** BEGINNING at a post at Spackman Avenue at corner of Lot No. 15; thence by Spackman Avenue North 51° 58' West 50 feet to a post at Lot No. 13; thence North 38° 2' East 150 feet to a post at an alley; thence by said alley South 51° 58' East 50 feet to a post at Lot No. 15; thence by Lot No. 15 South 38° 2' West 150 feet to a post at Spackman Avenue and place of beginning. BEING Lot No. 14 in Section N of the plan of lots of the DuBois Land Improvement Company.

HAVING erected thereon a dwelling known as 65 Strosky Road, DuBois, PA

BEING the same premises granted and conveyed unto Wesley J. Smith by Deed of Darla E. Smith, a single person, dated August 16, 1999, and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania on August 27, 1999 at Instrument No. 199914163.

CLEARFIELD COUNTY TAX PARCEL I.D. NO. 128-A2-450-15.

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Thomas E. Reiber, Esquire  
Michael J. Stauber, Esquire  
Attorneys for First Commonwealth Bank, Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WESLEY J. SMITH NO. 07-1026

NOW, April 14, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 07, 2008, I exposed the within described real estate of Wesley J. Smith And Michelle C. Smith to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	18.43
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.21</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	139,767.48
INTEREST @ %	0.00
FROM TO 03/07/2008	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$139,807.48</b>

**COSTS:**

ADVERTISING	1,197.54
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	256.21
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	268.40
<b>TOTAL COSTS</b>	<b>\$2,146.65</b>

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

CHESTER A. HAWKINS, Sheriff